

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK, IAS Part 23

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BRAD H., *et al.*, :
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Plaintiffs, :
: :
-against- : Index No. 117882/99
: :
: :
THE CITY OF NEW YORK, *et al.*, :
: :
: :
Defendants. :
----- x

STIPULATION OF SETTLEMENT

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3 SUPREME COURT OF THE STATE OF NEW YORK
4 COUNTY OF NEW YORK, IAS Part 47----- X
BRAD H., *et al.*,

Plaintiffs, :

-against- :

THE CITY OF NEW YORK, *et al.*,

Defendants. :

Index No. 117882/99
Edwards, J.

5

6

STIPULATION OF SETTLEMENT

7 This Stipulation of Settlement (the “Settlement Agreement” or “Agreement”)
8 is entered into by counsel for Brad H., Robert K., Michael R., Susan T. and Kevin
9 W., themselves and on behalf of the Class certified in this action on August 8, 2000
10 (as further described below) (collectively, the “Class” or “Class Members,” and each
11 individually a “Class Member”) and the City of New York, its agencies and
12 instrumentalities (the “City”); Hon. Michael R. Bloomberg, Mayor of the City of
13 New York; the New York City Health and Hospitals Corporation (“HHC”); Dr.
14 Benjamin Chu, M.D., President of HHC; the New York City Department of Health
15 and Mental Hygiene (“DHMH”); Dr. Thomas R. Frieden, M.D., Commissioner of the
16 DHMH; the New York City Department of Correction (“DOC”); Martin F. Horn,
17 Commissioner of DOC; the New York City Human Resources Administration
18 (“HRA”); Verna Eggleston, Commissioner of HRA; Prison Health Services, Inc.
19 (“PHS”); and Gerald F. Boyle, Chief Executive and President of PHS.

20 **WHEREAS**, Plaintiffs commenced this action alleging that Defendants had
21 violated, and continued to violate, New York Mental Hygiene Law § 29.15, 14
22 N.Y.C.R.R. 587 *et seq.* and Article I, Sections 5 and 6 of the Constitution of the State
23 of New York, by failing to provide adequate discharge planning to inmates receiving
24 mental health treatment in correctional facilities maintained and operated by the
25 DOC;

26 **WHEREAS**, by preliminary injunction entered July 9, 2000, the Court
27 directed Defendants to provide discharge planning to the plaintiff class in accordance
28 with New York Mental Hygiene Law § 29.15 and 14 N.Y.C.R.R. 587 *et seq.*;

29 **WHEREAS**, by Order dated August 8, 2000, the Court certified the Class,
30 consisting of:

31 all inmates (a) who are currently incarcerated or who
32 will be incarcerated in a correctional facility operated
33 by the New York City Department of Correction (“City
34 Jail”), (b) whose period of confinement in City Jails
35 lasts 24 hours or longer, and (c) who, during their
36 confinement in City Jails, have received, are receiving,
37 or will receive treatment for a mental illness; provided,
38 however, that inmates who are seen by mental health
39 staff on no more than two occasions during their
40 confinement in any City Jails and are assessed on the
41 latter of those occasions as having no need for further
42 treatment in any City Jail or upon their release from any
43 City Jail shall be excluded from the class;

44 **WHEREAS**, counsel for the Class have reviewed thousands of pages of
45 documents produced by Defendants, have deposed senior employees and officials of
46 Defendants, and have retained and consulted with experts concerning the merits of
47 the claims and defenses asserted in this action and the terms of this Agreement; and

48 **WHEREAS**, the Parties now desire to resolve the remaining issues raised in
49 this action without further proceedings and without admitting any fault or liability;

50 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED,**
51 by and between the undersigned, as follows:

52 **I. DEFINITIONS**

53 1. As used in this Agreement and the exhibits annexed hereto (which are
54 an integral part of this Agreement and are incorporated in their entirety by reference),
55 the following terms shall have the following meanings, unless otherwise provided in
56 this Agreement or its exhibits:

57 a. “2010e Application” shall mean the application used by
58 HRA to determine the eligibility of individuals with
59 serious Mental Illness for Supportive Housing in New
60 York City. The term “2010e Application” also shall
61 mean any forms, however named or titled, that HRA or
62 other agencies use at any time in the future to determine
63 the eligibility of individuals with serious Mental Illness
64 for Supportive Housing in New York City.

65 b. “ACT” shall mean assertive community treatment team.

66 b.1. “Activation of Class Members’ Medicaid benefits”
67 shall mean the timely execution of steps to effectuate
68 the activation of Medicaid for a new Medicaid
69 application or unsuspension of existing Medicaid
70 benefits that had been previously suspended, pursuant
71 to Social Services Law § 336[1-a], during the Class
72 Member’s incarceration.

73 c. “Action” shall mean the lawsuit captioned *Brad H., et*
74 *al. v. City of New York, et al.*, Index No. 117882/99,
75 filed in the Supreme Court of the State of New York,
76 County of New York.

77 d. “Agreement” or “Settlement Agreement” shall mean
78 this Stipulation of Settlement and all attached exhibits,
79 including any subsequent amendments to the
80 Agreement and/or the exhibits thereto.

- e. “Benefits Unit” shall mean the group of employees of one or more Defendants who process applications for Public Assistance, Medicaid and/or SNAP on behalf of Class Members, as more fully described in Correctional Health Services’ Policies and Procedures Manual.
- f. “Case Management Services” shall mean services provided to Class Members by or through ICM, SCM, ACT and/or LINK workers and their agents.
- g. “CHS” shall mean the Correctional Health Services division of HHC.
- h. [Removed]
- i. “City” shall mean the City of New York.
- j. “City Jail” or “Jail” shall mean any correctional facility operated by one or more Defendants.
- k. “Class” or “Class Members” shall mean the Class certified by the Court by Order dated August 8, 2000.
- l. “Class Counsel” shall mean Debevoise & Plimpton, New York Lawyers for the Public Interest, Inc., and Douglas Lasdon, Raymond H. Brescia and Heather Barr, currently of the Urban Justice Center, who are the law firms and attorneys appointed to represent the Class pursuant to a stipulation and order.
- m. “Class Notice” shall mean the legal notice providing Class Members with information about the terms of the proposed Settlement described herein and their rights in connection therewith.
- n. “Comment Box” shall mean a sealed box with a slit in the top through which Class Members may insert Comment Sheets.
- o. “Comment Sheet” shall mean the form on which any Class Member may record comments on and/or objections to the proposed Settlement set forth in this Settlement Agreement.
- p. [Removed]

115 q. "Complaint" shall mean the complaint filed by
116 Plaintiffs in this Action on August 24, 1999.

117 r. "Compliance Monitors" shall mean the individuals
118 appointed by the Court pursuant to § IV of this
119 Agreement to monitor the provision of Discharge
120 Planning in City Jails and Defendants' compliance with
121 the terms and provisions of this Agreement, as set forth
122 more fully herein.

123 s. "Comprehensive Treatment Plan" or "CTP" shall mean
124 each individualized treatment plan created by
125 Defendants pursuant to § II of this Agreement.

126 t. "Court" shall mean the Supreme Court of the State of
127 New York, County of New York.

128 u. [Removed]

129 v. "Defendants" shall mean The City of New York and its
130 agencies and instrumentalities; Hon. Bill de Blasio,
131 Mayor of the City of New York; HHC; Stanley
132 Brezenoff, Interim President and CEO of HHC;
133 DHMH; Dr. Mary Travis Bassett, M.D., Commissioner
134 of DHMH; DOC; Joseph Ponte, Commissioner of
135 DOC; HRA; and Steven Banks, Commissioner of HRA.

136 w. "Defendant Agencies" shall mean all City agencies and
137 entities involved in providing Discharge Planning
138 services as contemplated by this Settlement Agreement,
139 including but not limited to HRA, DHS, HHC, DOC,
140 DHMH and agencies contracting with the City to
141 provide SPAN, LINK, or transportation services.

142 x. "Defendants' Counsel" shall mean the New York City
143 Law Department, the Office of the Corporation
144 Counsel.

145 y. "DHMH" shall mean the City Department of Health
146 and Mental Hygiene.

147 z. "DHS" shall mean the City Department of Homeless
148 Services.

Exhibit A

149 aa. “DHS Assessment” shall mean the assessment
150 performed by DHS to determine the shelter in which to
151 place any individual seeking shelter in the City’s
152 Shelter System.

153 aa.1. “DHS Database” shall mean the database utilized by the
154 Correctional Referral Unit of DHS.

155 bb. “Discharge Plan” shall mean the plan describing the
156 manner in which an individual will be able to receive a
157 clinically appropriate level of continuing mental health
158 treatment – as well as assistance in applying for other
159 necessary treatment, services and benefits –
160 immediately upon his or her release from or transfer out
161 of a City Jail, as further described in § II of this
162 Agreement.

163 cc. “Discharge Planning” shall mean the process of
164 formulating and implementing the Discharge Plan.

165 dd. “Discharge Planning Facilities” shall mean all locations
166 where CHS, its medical vendor, SPAN Office Staff and
167 agents or contractors of CHS or any SPAN Office (i)
168 assess individuals for their need or eligibility for
169 services or benefits related to their Discharge Plans or
170 (ii) perform any task to create and/or implement
171 Discharge Plans and/or any task otherwise related to
172 Discharge Planning.

173 ee. “Discharge Planning MIS” shall mean a unified,
174 computerized Discharge Planning information system,
175 containing at least the data fields set out in Exhibit A
176 hereto.

177 ff. “Discharge Planning Staff” shall mean all personnel
178 who have been trained to evaluate each individual’s
179 need for Discharge Planning and/or to develop or
180 implement an appropriate and adequate Discharge Plan
181 for each such individual as further described in § II of
182 this Agreement.

183 gg. “Discharge Summary” shall mean a document that
184 summarizes a Class Member’s mental health treatment
185 needs and Discharge Plan, including but not limited to
186 diagnoses, current medications, and where the Class

Exhibit A

187 Member should go in the community to receive
188 treatment and services.

189 hh. “DOC” shall mean the City Department of Correction.

190 ii. “EBT card” or “Electronic Benefit Transfer card” shall
191 mean a card issued by a vendor of the State of New
192 York to a recipient of Public Assistance administered
193 by HRA to provide that individual with electronic
194 access to such benefits.

195 jj. “Emergency Benefits” shall mean Immediate Needs
196 Grants and Expedited SNAP.

197 kk. “BEV” shall mean the Eligibility Verification Review
198 conducted by HRA to verify an individual’s eligibility
199 for Public Assistance.

200 ll. “Expedited SNAP” shall mean SNAP benefits issued as
201 a result of the expedited processing of a SNAP
202 application, pursuant to federal and state statutes and
203 regulations and on the same terms available to other
204 SNAP applicants in New York City.

205 mm. “Execution Date” shall mean the last date on which this
206 Agreement is executed by all of Class Counsel and
207 Defendants’ Counsel.

208 nn. “Fairness Hearing” shall mean the hearing at or after
209 which the Court will make a final decision whether to
210 approve this Agreement and the proposed Settlement
211 set forth therein as fair, reasonable and adequate.

212 oo. “Final Order and Judgment” shall mean the order in
213 which the Court approves the proposed Settlement and
214 the terms of this Agreement, and the judgment entered
215 pursuant to that Order, which the parties shall seek
216 substantially in the form attached as Exhibit B hereto
217 and as further described in § VIII of this Agreement.

218 pp. [Removed]

219 qq. “General Population” shall mean all units in City Jails
220 in which inmates are housed other than Segregated
221 Mental Health Units.

Exhibit A

Exhibit A

259 in place all systems to provide Discharge Planning as
260 contemplated by this Agreement.

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ccc. “LINK” shall mean Case Management Services contracted for by Defendants in which LINK workers meet with clients during their transition from a City Jail to the community to assist them in gaining access to needed services, including but not limited to Public Assistance; Medicaid; SNAP; medication; psychiatric, substance abuse and medical treatment; housing; and rehabilitative, educational and vocational services. For purposes of this Agreement the acronym “LINK” refers to such Case Management Services notwithstanding the program title used in connection with such services in the future.

287 eee. [Removed]

298 Staff for mental health treatment, and documents
 299 reflecting the prescription of medication to a Class
 300 Member for the treatment of Mental Illness.

301 hhh. "Mental Illness" shall mean an affliction with a mental
 302 disease or mental condition, which is manifested by a
 303 disorder or disturbance in behavior, feeling, thinking, or
 304 judgment to such an extent that the person afflicted
 305 requires care, treatment and rehabilitation.

306 iii. "Mental Observation Units" or "MOUs" shall mean
 307 segregated housing units within the City Jails in which
 308 inmates are housed and receive mental health
 309 evaluation, observation and/or treatment.

310 jjj. "RHU" or "Restrictive Housing Units" shall mean the
 311 specialized units in City Jails operated by DOC for the
 312 confinement of inmates who are being punished for
 313 disciplinary infractions and who need mental health
 314 supervision, observation or treatment or are being
 315 assessed for such supervision, observation or treatment.

316 kkk. "Notice Materials" shall mean the Class Notice, the
 317 Summary Notice (in English and Spanish) and the
 318 Comment Sheet.

319 III. "Parties" shall mean Plaintiffs (in their individual and
 320 representative capacities) and Defendants.

321 mmm. [Removed]

322 nnn. "Plaintiffs" shall mean Brad H., Robert K., Michael R.,
 323 Susan T. and Kevin W., by and through Plaintiffs'
 324 Counsel.

325 ooo. "Plaintiffs' Counsel" shall mean Debevoise &
 326 Plimpton, New York Lawyers for the Public Interest,
 327 Inc., and Douglas Lasdon, Raymond H. Brescia and
 328 Heather Barr, currently of the Urban Justice Center.

329 ppp. "Program Shelter" shall mean a shelter in the DHS
 330 Shelter System in which individuals with the need for
 331 similar services are housed. Such shelters provide
 332 mental health programs, substance abuse treatment
 333 programs, and employment programs.

334 qqq. “Public Assistance” shall mean Temporary Assistance
335 to Needy Families and/or Safety Net Assistance
336 benefits that are issued by HRA to an eligible
337 individual or family. Public Assistance shall not
338 include either SNAP or Medicaid benefits.

339 rrr. “Release Date” shall mean the date on which an
340 individual was, or is expected to be, released from
341 incarceration in a City Jail.

342 sss. “Safety Net Assistance” or “SNA” shall mean benefits
343 as defined in New York Social Services Law § 157 and
344 the regulations and administrative directives of the New
345 York State Office of Temporary and Disability
346 Assistance.

347 sss.1. “SNAP” shall mean Supplemental Nutrition Assistance
348 Program benefits available from HRA pursuant to the
349 Food and Nutrition Act, 7 U.S.C. §§ 2011 *et seq.*, U.S.
350 Department of Agriculture regulations at 7 C.F.R. Part
351 271 *et seq.*, and New York State Office of Temporary
352 and Disability Assistance regulations, including 18
353 NYCRR Part 387.

354 ttt. [Removed]

355 uuu. “SCM” or “Supportive Case Management” services
356 shall mean Case Management Services for persons with
357 Serious Mental Illnesses. SCM workers, or people who
358 provide SCM services directly to clients, meet with
359 clients at least every two weeks to assist clients in
360 gaining access to needed services, including but not
361 limited to Public Assistance; Medicaid; SNAP;
362 medication; psychiatric, substance abuse and medical
363 treatment; housing; and rehabilitative, educational and
364 vocational services.

365 vvv. “Segregated Mental Health Units” shall mean all
366 housing units in the City Jails that use need for mental
367 health care or assessment as a criterion for admission to
368 the Unit, including MOUs, RHUs, and any housing area
369 designed specifically for individuals with or suspected
370 of having Serious Mental Illness.

Exhibit A

374 xxx. "Settlement" shall mean the settlement of this Action
375 as described in this Settlement Agreement.

402 ffff. “SPOA Agency” or “Single Point of Access Agency”
403 shall mean the agency or agencies, but not DHS
404 Shelters or I/A Shelters, that are or will be designated to
405 administer the centralized intake and referral to
406 Supportive Housing, ICM, SCM and/or ACT services
407 in New York City.

439 2. Defined terms used in this Agreement but not defined above shall have
440 the meaning ascribed to them in this Agreement and the Exhibits annexed hereto.

441 3. The defined terms used herein are used solely for purposes of this
442 Agreement and are not intended and should not be construed to reflect the Parties'
443 understanding of these terms for any other purpose.

444 II. SETTLEMENT RELIEF

445 A. General Provisions

446 4. Defendants shall provide Discharge Planning in accordance with the
447 terms of this Agreement.

448 5. Discharge Planning shall include (a) an individualized assessment of a
449 person's need for (i) clinically appropriate forms of continuing mental health
450 treatment and supportive services including but not limited to, where clinically
451 appropriate, medication, substance abuse treatment, and case management services,
452 (ii) public benefits, including but not limited to Medicaid, Public Assistance and
453 SNAP, (iii) appropriate housing or appropriate shelter if housing cannot be located
454 prior to the individual's release from incarceration in a City Jail, and (iv)
455 transportation to appropriate housing or shelter; and (b) assisting each individual with
456 obtaining the services and resources set forth in (a), in accordance with each
457 individual's need for those services and resources and in accordance with the terms of
458 this Settlement Agreement.

459 6. The Parties acknowledge that the extent of Discharge Planning to be
460 provided to each individual may vary according to (a) the nature and severity of an
461 individual's Mental Illness, (b) the needs of the individual, including the resources the
462 individual has in place in the community and the individual's ability to function
463 independently after release from incarceration, (c) the individual's length of
464 incarceration, (d) whether the individual's Release Date is known or becomes known
465 to Defendants, (e) the individual's availability during his or her incarceration, and (f)

466 the extent of the individual's cooperation with Discharge Planning efforts, including
467 timely availing himself or herself of services provided at SPAN Offices.

468 7. The Parties acknowledge that the issue of whether and how to continue
469 an individual's mental health care upon release from a City Jail to the community
470 does not arise with respect to Class Members released from City Jails directly to the
471 custody of any state, the United States, or another local custodial correctional facility.
472 Defendants agree to continue their current practices with respect to such Class
473 Members, including but not limited to transmitting relevant Mental Health Records to
474 such facilities.

475 8. Any Class Member who chooses not to accept all Discharge Planning
476 services to which he or she is entitled pursuant to this Agreement shall retain his or
477 her right to any services that he or she does accept. Defendants shall advise all Class
478 Members of their right to accept some but not all Discharge Planning services.

479 9. Except as otherwise provided herein, Defendants shall use their best
480 efforts to perform all obligations required pursuant to this Agreement within the
481 applicable time frames set forth in this Agreement.

482 **B. Contact with the Community**

483 10. Defendants shall create a mechanism to allow Significant Others and
484 other members of the community who have clinical information or other information
485 relevant to the mental health treatment of or Discharge Planning efforts for an
486 individual incarcerated in a City Jail to relay that information to Discharge Planning
487 Staff or mental health staff in City Jails. This mechanism shall, at a minimum,
488 include a system that enables those wishing to communicate information regarding a

489 particular individual to Defendants to do so by telephone. When appropriate, a
490 member of the Discharge Planning Staff shall return such telephone calls and shall
491 involve in Discharge Planning efforts Significant Others who so contact Defendants if
492 the individual consents and the Significant Other so desires.

493 11. Defendants shall create a mechanism to allow any individual who
494 contacts the mental health staff or Discharge Planning Staff to leave an individual
495 message for any member of the mental health staff or Discharge Planning Staff at any
496 time. Defendants shall also ensure that each such message is promptly relayed to
497 other mental health staff or Discharge Planning Staff as appropriate.

498 12. The mechanisms described in ¶¶ 10 - 11 above shall be in place and
499 fully operational no later than the Implementation Date.

500 13. Defendants (a) shall publicize the mechanisms described in ¶¶ 10 - 11
501 above (including the telephone numbers established to permit the communications
502 described in ¶¶ 10 - 11 above) as part of the community education efforts described in
503 § VII below and (b) shall provide the telephone numbers established to permit the
504 communications described in ¶¶ 10 - 11 above to (i) Class Counsel and (ii), upon
505 request, to other individuals in the community. Defendants shall also promptly notify
506 Class Counsel of any changes to such telephone numbers.

507 **C. Determination of Class Membership**
508 **And Creation of a Discharge Plan**

509 14. Defendants shall assess each individual incarcerated in a City Jail for
510 his or her need for medical treatment (the “Medical Assessment”), including but not
511 limited to an assessment of whether the individual should be referred for a mental

512 health assessment. The Medical Assessment, as currently set forth in the New York
513 City Board of Correction's Minimum Standards, shall occur within the first twenty-
514 four hours of each inmate's incarceration. Defendants may conduct subsequent
515 Medical Assessments, including an assessment of whether the individual should be
516 referred for a mental health assessment, periodically during each inmate's
517 incarceration.

518 15. Each individual referred for a mental health assessment as a result of a
519 Medical Assessment shall be assessed by Defendants for his or her need for mental
520 health treatment (the "Initial Assessment") within three days after the Medical
521 Assessment.

522 16. For all individuals who are housed in any of the Segregated Mental
523 Health Units, and who are assessed at their Initial Assessment as needing follow up
524 by mental health staff for further assessment and/or treatment, a mental health
525 clinician shall complete a Comprehensive Treatment Plan ("CTP") within seven days
526 of the date on which the Initial Assessment occurs (the "Initial Assessment Date").

527 17. For all individuals who are housed in General Population, and who are
528 assessed at their Initial Assessment as needing follow up by mental health staff for
529 further assessment and/or treatment, a mental health clinician shall complete a CTP
530 within fifteen days of the Initial Assessment Date.

531 18. Each individual for whom a CTP is to be completed in accordance
532 with ¶¶ 16 - 17 above shall be designated a Class Member as of the date of
533 completion of his or her CTP; provided, however, that any individual who is
534 determined to be in need of psychotropic medication for treatment of a Mental Illness

535 prior to the completion of his or her CTP shall be designated a Class Member as of
536 the date of such determination.

537 18.1. For each Class Member, a Discharge Plan shall be completed within
538 seven business days of the completion of the CTP.

539 19. Any individual who is assessed at his or her Initial Assessment as
540 needing follow up by mental health staff for further assessment and/or treatment but
541 who is released from incarceration before he or she is designated a Class Member
542 pursuant to ¶ 18 above (a) shall be deemed a Class Member as of his or her Release
543 Date, (b) shall be entitled to utilize the SPAN Offices and receive any other services
544 to which he or she is entitled as a Class Member, (c) shall receive a Discharge
545 Summary (to the extent the information required by the Discharge Summary is
546 available), and (d) shall receive all information describing the SPAN Offices and his
547 or her rights as a Class Member, as provided in ¶ 21 and ¶ 37 below.

548 20. DOC shall note in its IIS that an individual has been designated or
549 deemed a Class Member pursuant to ¶¶ 18 - 19 above within 24 hours of the time at
550 which the individual is designated or deemed a Class Member.

551 21. Defendants shall distribute to each individual who is designated or
552 deemed a Class Member written materials that contain information about Class
553 Members' right to Discharge Planning services as provided in this Agreement. Such
554 materials shall be distributed to each individual at the time he or she is designated or
555 deemed a Class Member and, if the individual is released directly from a City Jail,
556 upon his or her release from incarceration.

557 22. Class Counsel and Defendants' Counsel shall together develop the
558 form of written materials to be provided to individuals pursuant to the immediately
559 preceding ¶ 21, and shall submit those written materials to the Court for its approval
560 no later than 15 days prior to the Fairness Hearing.

561 23. Defendants shall provide each Class Member with a Discharge
562 Summary upon the Class Member's release from a City Jail or upon the Class
563 Member's first visit to a SPAN Office.

564 **D. Designation of a Class Member as**
565 **Seriously Mentally Ill**

566 24. At the time of the Initial Assessment, Defendants shall assess whether
567 an individual assessed as needing further assessment and/or mental health treatment
568 should be classified as Seriously Mentally Ill and shall immediately document each
569 individual's SMI status in the individual's Mental Health Record. Evidence of
570 significant functional impairment or clinical distress as a result of a DSM-5 diagnosis,
571 if any, shall be documented irrespective of the SMI determination.

572 25. [Removed]

573 26. At the time an individual is determined to be a Class Member,
574 Defendants shall assess whether the Class Member is Seriously Mentally Ill and shall
575 immediately designate the Class Member as Seriously Mentally Ill in the Class
576 Member's Mental Health Record and the Discharge Planning MIS if the assessment
577 indicates that such designation is appropriate.

578 27. Any Class Member or individual prescribed an anti-psychotic or mood
579 stabilizing medication to treat a psychiatric condition during his or her incarceration

580 before his or her CTP shall be presumptively classified as SMI for purposes of this
581 Agreement as of the date of such prescription and shall be entitled to the additional
582 services provided in this Agreement for such Class Members. The Compliance
583 Monitors shall compile a list of such medications and update the list as appropriate at
584 least annually. If a mental health clinician determines, at any time, that any such
585 Class Member or individual does not meet the criteria for Serious Mental Illness
586 despite the prescription of such medication, then the Class Member or individual shall
587 not be classified as SMI, and the reason for that determination shall be specifically
588 documented in the Class Member's or individual's Mental Health Record.

589 28. After an individual is designated or deemed a Class Member,
590 Defendants shall periodically reassess whether the Class Member is Seriously
591 Mentally Ill during subsequent interactions between a mental health clinician and the
592 Class Member, and Defendants shall immediately designate the Class Member as
593 Seriously Mentally Ill in the Class Member's Mental Health Record and the
594 Discharge Planning MIS if any reassessment indicates that such designation is
595 appropriate. New evidence of significant functional impairment or clinical distress as
596 a result of a DSM-5 diagnosis, if any, shall be documented irrespective of the SMI
597 determination.

598 29. If at any point during a Class Member's incarceration, a mental health
599 clinician determines that a Class Member is Seriously Mentally Ill, Defendants shall
600 provide the Class Member with all services to which a Class Member determined to
601 be SMI is entitled pursuant to this Settlement Agreement.

602 30. An individual who is determined during the Initial Assessment to be
603 Seriously Mentally Ill and who is released from incarceration before he or she is
604 designated a Class Member, shall be entitled to transportation pursuant to the terms of
605 § II.H.6 below and, following his or her release, to all the post-release Discharge
606 Planning services available to a Class Member who is Seriously Mentally Ill under
607 this Settlement Agreement.

608 31. If a Class Member is designated as Seriously Mentally Ill and is
609 subsequently re-designated as not Seriously Mentally Ill, a mental health clinician
610 shall document in the Class Member's Mental Health Record the basis for such re-
611 designation.

612 **E. Release of Class Members from DOC Custody**

613 32. Beginning on the Implementation Date, Defendants shall ensure that
614 all Class Members released from incarceration are so released during daylight hours,
615 and in any event no earlier than 8:00 a.m.; provided, however, that this provision shall
616 not apply (a) to Class Members released from incarceration on bail or pursuant to
617 other court orders requiring that they be released immediately, or (b) to Class
618 Members released from DOC custody directly from a courthouse.

619 32.1 For those Class Members held solely pursuant to an alleged parole
620 violation, Defendants shall use best efforts to release such Class Members from
621 incarceration during daylight hours; provided, however, that where a non-DOC escort
622 is required as a condition of release of any such Class Member, Defendants shall
623 reasonably prioritize and make best efforts to release such Class Member from
624 incarceration with sufficient time to be escorted to his or her assigned treatment

625 program or residence. Where a Class Member held solely pursuant to an alleged
626 parole violation is not released from incarceration during daylight hours, or, if
627 required, with sufficient time to be escorted to his or her assigned treatment program
628 or residence, DOC shall document the circumstances resulting in the delay.

629 33. A Class Member who would otherwise have been released from DOC
630 custody directly from a courthouse shall not be returned to a City Jail because of his
631 or her status as a Class Member.

632 **F. Determination of Class Members' Release Dates**

633 34. For a period beginning on the Implementation Date and ending six
634 months after that date, Defendants shall use reasonable efforts to ascertain the
635 Release Date of each Class Member housed at the Rose M. Singer Center or the Anna
636 M. Kross Center whose Release Date is unknown to Defendants. Such efforts shall
637 include but not be limited to attempting to contact the Class Member's defense
638 attorney, if appropriate, and consulting the IIS.

639 35. At the end of the six-month period described in ¶ 34 above, the
640 Compliance Monitors, in consultation with the Parties, shall assess (a) whether the
641 information obtained by Defendants through the efforts described in ¶ 34 above is
642 generally beneficial in Discharge Planning and (b) if so, whether Defendants should
643 be required to continue such efforts and expand such efforts to other City Jail
644 facilities. The Compliance Monitors, in consultation with the Parties, shall also
645 determine whether Defendants used reasonable efforts to ascertain Class Members'
646 Release Dates. If the Compliance Monitors find that Defendants did not use
647 reasonable efforts, the six-month trial period described in ¶ 34 above shall continue

648 for another six months. The Compliance Monitors' determination with respect to all
649 issues described in this ¶ 35 shall be binding on the Parties.

650 **G. SPAN Offices**

651 36. Except as otherwise provided in this Agreement, all Class Members
652 who are released from incarceration without a completed or fully implemented
653 Discharge Plan shall be entitled to receive all of the Discharge Planning services set
654 forth in § II of this Agreement from any of the SPAN Offices, which are to be located
655 within one-half mile of the criminal courts in every borough except Staten Island,
656 provided that the Class Member presents himself or herself at a SPAN Office within
657 thirty days of his or her Release Date. However, if Defendants establish an office
658 within one-half mile of the criminal court in a borough to assist Class Members in
659 obtaining prescriptions pursuant to ¶ 53, the SPAN office serving that borough may
660 be located up to five miles from the criminal court. The SPAN Offices shall be open
661 from 10:00 a.m. to 6:00 p.m.

662 37. Defendants shall inform Class Members in writing of the location of
663 all SPAN Offices and their hours of operation, the services provided at SPAN Offices
664 and the restrictions on the availability of such services. Defendants shall provide a
665 writing containing this information to each Class Member at the time the Class
666 Member is first designated or deemed to be a Class Member and at the time of the
667 Class Member's release from incarceration, if the Class Member is released from a
668 City Jail. In addition, Defendants shall make this writing available to Class Members
669 released from Court, at or prior to the time at which each such Class Member is
670 released from DOC custody.

671 38. Class Counsel and Defendants' Counsel shall together develop the
672 form of writing to be provided to Class Members pursuant to the immediately
673 preceding ¶ 37, and shall submit that writing to the Court for its approval no later than
674 15 days prior to the Fairness Hearing.

675 39. The Discharge Planning Staff and/or mental health staff in City Jails
676 shall, in face-to-face meetings with Class Members and individuals for whom CTPs
677 are being prepared, encourage all such Class Members and individuals to utilize the
678 SPAN Offices. Such face-to-face meetings shall occur (a) periodically during the
679 incarceration of each such Class Member and individual and (b) as close to the
680 Release Date of each such Class Member and individual as is practicable. In
681 addition, SPAN Office Staff shall periodically visit City Jails to conduct group
682 meetings with up to eight Class Members and/or individuals for whom CTPs are
683 being prepared and encourage them to utilize the SPAN Offices. Nothing in this ¶ 39
684 shall limit SPAN Office Staff from conducting group meetings with more than eight
685 Class Members if DOC approves such meetings.

686 40. [Removed]

687 H. Elements of Discharge Planning

688 41. Defendants shall use their best efforts to complete each assessment and
689 provide all Discharge Planning services described in this § II during each Class
690 Member's incarceration in a City Jail. If such assessments and provision of
691 Discharge Planning services are not completed during a Class Member's
692 incarceration, SPAN Office Staff shall use their best efforts to complete each
693 assessment and provide all services described in § II of this Agreement to each Class

694 Member, provided that the Class Member presents himself or herself at a SPAN
695 Office within thirty days after his or her Release Date.

696 **1. Continuing Mental Health Treatment and Services**

697 42. As part of Discharge Planning, Defendants shall in consultation with
698 mental health staff in City Jails and prior to each Class Member's Release Date, (a)
699 assess each Class Member's need for clinically appropriate forms of continuing
700 mental health treatment and services following his or her Release Date, including
701 medication, case management services, substance abuse treatment, and psychiatric
702 rehabilitation services, following his or her Release Date and (b) provide to each
703 Class Member appropriate appointments or referrals to receive such treatment and
704 services.

705 a. ***Identification of Clinically
706 Appropriate Mental Health Care Programs***

707 43. Discharge Planning Staff or SPAN Office Staff, as applicable, shall
708 identify a clinically appropriate mental health care program or programs for each
709 Class Member who is determined to need continuing mental health treatment or
710 services following his or her Release Date.

711 44. In determining whether a mental health care program is appropriate for
712 any particular Class Member, Discharge Planning Staff or SPAN Office Staff, as
713 applicable, shall take into consideration (a) the Class Member's preferences; (b) the
714 geographic location of the Class Member's expected permanent or temporary
715 housing, if known, or, if such location is unknown, the Class Member's pre-
716 incarceration address (unless the Class Member requests otherwise); (c) the Class

717 Member's mental health treatment needs; (d) the Class Member's need for integrated
718 treatment for mental illness and drug or alcohol dependence; (e) the Class Member's
719 prior treatment history in the community provided to Defendants by the Class
720 Member or other sources; and (f) the mental health care program's capacity and
721 willingness to accept the Class Member.

724 45. For each Class Member whose Release Date is known or becomes
725 known to Discharge Planning Staff at least one business day in advance of the Class
726 Member's release from incarceration, the Discharge Planning Staff shall (a) make an
727 appointment for the Class Member with the mental health care program or programs
728 identified in accordance with the criteria set forth in ¶ 44 above on the first date
729 available following the Class Member's Release Date, (b) orally advise the Class
730 Member of the time, date and place of the appointment, and (c) provide the Class
731 Member with an appointment card or other writing that includes the time, date and
732 place of the appointment.

733 46. For each Class Member whose Release Date is not known or does not
734 become known to Discharge Planning Staff at least one business day in advance of
735 the Class Member's release from incarceration, the Discharge Planning Staff shall (a)
736 refer the Class Member to the mental health care program or programs identified in
737 accordance with the criteria set forth in ¶ 44 above by (i) forwarding referral
738 information for the Class Member to such program or programs and (ii) obtaining to
739 the extent possible an agreement from such program or programs to accept the Class

740 Member; and (b) advise the Class Member, prior to the Class Member's Release
741 Date, both orally and in writing, of the identity and location of such mental health
742 care program or programs and the steps required of the Class Member to obtain
743 services from such program or programs. If the Class Member's Release Date later
744 becomes known to Discharge Planning Staff, the Discharge Planning Staff shall make
745 an appointment for the Class Member in accordance with ¶ 45 above.

c. *Appointments for Released Class Members*

747 47. Except as provided in ¶ 54 below, for each Class Member who
748 presents himself or herself at a SPAN Office within thirty days of his or her Release
749 Date, the SPAN Office Staff shall, during the Class Member's first visit to a SPAN
750 Office, (a) make an appointment or appointments for the Class Member on the next
751 available date with the mental health care program or programs identified in
752 accordance with the criteria set forth in ¶ 44 above, (b) orally advise the Class
753 Member of the time, date and place of the appointment or appointments, and (c)
754 provide the Class Member with an appointment card or other writing that includes the
755 time, date and place of the appointment or appointments.

756 48. SPAN Office Staff shall continue to attempt to place a Class Member
757 in a mental health treatment program or programs identified in accordance with the
758 criteria set forth in ¶ 44 above for up to thirty days after the Class Member presents
759 himself or herself to a SPAN Office, provided the Class Member initially presents
760 himself or herself to a SPAN Office within thirty days of his or her Release Date.

Exhibit A

761 d. ***Follow-up for Seriously Mentally Ill Class Members***

762 49. Defendants shall contact the community mental health care program or
763 programs to which each Class Member designated as Seriously Mentally Ill was
764 referred or with which each such Class Member had an appointment to determine
765 whether the Class Member appeared at the program or programs. Defendants shall
766 perform such follow-up within three days of the scheduled appointment or the Class
767 Member's Release Date, as applicable; provided, however, that if the Class Member
768 has been accepted as a client of a LINK program, the LINK program shall perform
769 such follow up within five days. If Defendants determine that the Class Member did
770 not appear, Defendants shall use their best efforts for up to 30 days following the
771 Class Member's Release Date to contact the Class Member and schedule another
772 appointment.

2. Access to Medication and Prescriptions

774 50. As part of Discharge Planning, Defendants shall, in consultation with
775 mental health staff in the City Jails and prior to each Class Member's Release Date,
776 (a) assess each Class Member's need for continued psychotropic medication for
777 treatment of a Mental Illness ("psychotropic medication") following his or her
778 Release Date and (b) provide each Class Member assessed as needing continued
779 psychotropic medication following his or her Release Date with a supply of
780 medication(s) and/or prescription(s) as provided in this § II.H.2.

781 51. Unless and until Defendants record the following information in an
782 electronic database accessible to the Compliance Monitors, Defendants shall record in
783 each Class Member's Mental Health Record (a) the date on which the medication(s)

784 and/or prescription(s) provided pursuant to the following ¶ 52 and ¶ 54 were provided
785 to the Class Member; (b) the types of medication(s) and quantities thereof provided to
786 the Class Member; and (c) the types of medication(s) and quantities thereof covered
787 by prescription(s) provided to the Class Member.

788 a. *Class Members Released Directly From City Jails*

789 52. Where clinically appropriate and except as provided in ¶ 56 below,
790 Defendants shall provide to each Class Member who is released from a City Jail and
791 is in need of continuing psychiatric medication (a) a 7-day supply of all psychotropic
792 medications that he or she had been receiving immediately prior to his or her Release
793 Date, and (b) a 14-day electronic prescription (“e-prescription”) for all such
794 medications, with one refill. Such supply of medication(s) shall be provided at the
795 time the Class Member leaves the City Jail facility from which he or she is being
796 released. Such e-prescription(s) shall be transmitted to a pharmacy by Defendants
797 after consultation with the Class Member and/or the Class Member’s treatment
798 program, and the Class Member shall be provided, in writing, the name and location
799 of the pharmacy to which the e-prescription has been transmitted, instructions for
800 filling the e-prescription, as well as instructions to visit SPAN if further assistance is
801 needed. If Defendants do not provide a Class Member with the medication(s) and/or
802 transmit e-prescription(s) as described herein, or if Defendants provide a Class
803 Member with medication(s) and/or transmit e-prescription(s) for periods shorter than
804 the time periods set forth in this ¶ 52, Defendants shall document the clinical reason
805 for denying that Class Member such medication(s) and/or e-prescription(s), or for
806 limiting the supply thereof.

807 53. For each Class Member who has been released from a City Jail and
808 who presents himself or herself to a SPAN Office within thirty days of his or her
809 Release Date and indicating any difficulty filling the prescription provided pursuant
810 to ¶ 52 above, SPAN Office Staff shall, if the Class Member so desires, contact CHS,
811 which shall transmit an e-prescription to a pharmacy selected by the Class Member or
812 located reasonably near to the SPAN Office or the Class Member's post-incarceration
813 address, so that the Class Member may fill the prescription provided pursuant to ¶ 52
814 above.

b. *Class Members Released Directly From Court*

816 54. For each Class Member who is released from DOC custody directly
817 from a courthouse and who presents himself or herself at a SPAN Office within
818 fourteen (14) days of his or her Release Date, SPAN Office Staff shall take the
819 following steps to ensure that the Class Member has access to a supply of continuing
820 psychotropic medications, if clinically appropriate:

821 (i) On the date on which the Class Member presents himself or
822 herself at the SPAN Office, the SPAN Office Staff shall make
823 an appointment for the Class Member with a community clinic
824 or mental health treatment center that will, among other things,
825 conduct a psychiatric evaluation of the Class Member, assess
826 the Class Member's need for continuing psychotropic
827 medication, and prescribe such medication if clinically
828 appropriate. Such appointment shall be scheduled to occur
829 within seven days of the date on which the Class Member
830 presents himself or herself at the SPAN Office, and the
831 community clinic or mental health treatment center with which
832 the appointment is made shall be located in the same borough
833 as the SPAN Office, unless the Class Member requests another
834 borough. Prior to the date of that appointment, the SPAN
835 Office Staff shall obtain relevant clinical information
836 concerning the Class Member from CHS and transmit that
837 information to the clinic or mental health treatment center.

838 (ii) On the date on which the Class Member presents himself or
839 herself at the SPAN Office, the SPAN Office Staff shall also
840 contact CHS, which shall, unless not clinically appropriate,
841 transmit an e-prescription to a pharmacy selected by the Class
842 Member or located reasonably near to the SPAN Office for a
843 clinically appropriate supply of all psychotropic medications
844 the Class Member had been receiving immediately prior to his
845 or her Release Date. The prescription provided pursuant to this
846 subparagraph 54 (ii) shall be sufficient to provide the Class
847 Member with a supply of psychotropic medications that will
848 last until the date of the scheduled appointment made pursuant
849 to subparagraph 54 (i) occurs or for 14 days, whichever date is
850 sooner. If CHS determines that providing the prescription
851 contemplated by this subparagraph 54 (ii) would not be
852 clinically appropriate, CHS shall document in detail the
853 reasons for such determination.

854 (iii) Defendants shall ensure that every Class Member on whose
855 behalf a prescription is provided pursuant to subparagraph 54
856 (ii) has the means to pay for the medication to be dispensed
857 under that prescription on the same day the Class Member
858 presents himself or herself at the SPAN Office.

55. For each Class Member who is released from DOC custody directly
from a courthouse and who presents himself or herself at a SPAN Office after his or
her Release Date, SPAN Office Staff shall (a) refer the Class Member to a
community clinic or mental health treatment center that (i) is in the same borough as
the SPAN Office, unless the Class Member requests another borough, and (ii) agrees
to see the Class Member promptly to assess his or her need for a prescription for
psychotropic medications; and (b) facilitate the transmission of all relevant clinical
information regarding the Class Member from Defendants to such community clinic
or mental health treatment center. SPAN Office Staff shall also, where practicable,
escort each such Class Member to the community clinic or mental health treatment

869 center or arrange transportation, which may be provided by the healthcare provider,
870 from the SPAN Office to the community clinic or mental health treatment center.

c. *Class Members Accepted Into Residential Treatment Programs*

873 56. For a Class Member who is accepted into a residential treatment
874 program prior to his or her Release Date, Defendants will provide to the program, on
875 the Class Member's Release Date, the supply of medication(s) that such treatment
876 program requires the Class Member to have at the time of intake to the treatment
877 program and an active MGP card, as described in § II.H.3.d below. Such provision of
878 medication to the residential treatment program shall be instead of, and not in
879 addition to, the medication provided to Class Members released directly from City
880 Jails pursuant to ¶ 52 above.

3. Access to Medicaid and Medication Grant Program Benefits

883 57. As part of Discharge Planning, Defendants shall use their best efforts
884 to ensure that each Class Member who is eligible for Medicaid benefits shall have
885 either (a) unsuspended Medicaid benefits within four (4) business days of his or her
886 Release Date, or (b) activated Medicaid benefits within seven (7) business days of his
887 or her Release Date as set forth in paragraph 64.1 below. For each Class Member
888 who is in need of and appears potentially eligible for Medicaid benefits, Defendants
889 shall use their best efforts to ensure that each such Class Member has a submitted and
890 pending Medicaid application, and access to Medication Grant Program benefits on
891 his or her Release Date, as set forth respectively in ¶¶ 63-65 and ¶¶ 69-74.

892 57.1. Without limiting the generality of ¶ 57 above, the Parties acknowledge
893 that Defendants' responsibility for the administration of the Medicaid program is
894 subject to the laws, regulations and rules governing the Medicaid program, including,
895 but not limited to, NY Social Services Law § 365-n[1], which governs the transfer of
896 administration of the Medicaid program from the New York City Human Resources
897 Administration to the New York State Department of Health.

898 58. [Removed]

899 59. The process of determining each Class Member's eligibility for
900 Medicaid (the "Pre-Screening Process") shall be completed for each Class Member
901 who is incarcerated on the date on which his or her CTP is completed.

902 60. For each Class Member who is released from DOC custody prior to
903 completion of the CTP and who appears at a SPAN Office within 30 days after his or
904 her Release Date, SPAN Office Staff shall initiate and complete the Pre-Screening
905 Process during the Class Member's initial visit to a SPAN Office.

906 60.1. In the case of Class Members with Medicaid coverage that has been
907 suspended during incarceration in a City Jail pursuant to Social Services Law
908 § 366[1-a], Defendants shall take reasonable steps within their control to ensure that
909 each such Class Member's Medicaid coverage is unsuspended within four (4)
910 business days of discharge from a City Jail.

911 61. [Removed]

912 62. [Removed]

913 63. In the case of Class Members without Medicaid coverage (i.e., no
914 Medicaid coverage that is either active or suspended during incarceration pursuant to

915 Social Services Law § 366[1-a]), Discharge Planning Staff or SPAN Office Staff, as
916 applicable, shall assist each Class Member who is assessed as potentially eligible for
917 Medicaid benefits in securing necessary documentation for and in completing and
918 submitting an application for Medicaid to HRA for processing in accordance with
919 HRA regulations.

920 64. For each incarcerated Class Member described in ¶ 63 above,
921 Discharge Planning Staff shall (a) complete a Medicaid application within six
922 business days of the completion of the CTP and (b) submit such application to HRA
923 within two business days of the completion of such application.

924 64.1. Defendants shall take reasonable steps within their control to ensure
925 that each Class Member whose Medicaid application is submitted during his or her
926 incarceration in a City Jail and who is found eligible for Medicaid shall receive
927 Medicaid within seven business days of discharge from a City Jail.

928 65. For each Class Member described in ¶ 63 above who is released from
929 DOC custody before a Medicaid application has been completed and submitted to
930 HRA on his or her behalf, SPAN Office Staff shall assist in securing necessary
931 documentation for, and shall complete and submit a Medicaid application to HRA
932 during the Class Member's initial visit to a SPAN Office.

933 66. [Removed]

934 67. [Removed]

935 68. [Removed]

936 69. Discharge Planning Staff or SPAN Office Staff, as applicable, shall
937 enroll in the Medication Grant Program each Class Member who appears eligible for

938 Medicaid, and has a pending new Medicaid application, and whose Medicaid benefits
939 are not active as of the Class Member's Release Date. Defendants shall provide to
940 each Class Member enrolled in the Medication Grant Program an active MGP card at
941 the time of his or her enrollment. If the MGP card cannot be activated at the time of
942 enrollment because of the unavailability of the New York State vendor that
943 administers MGP, Defendants (a) shall provide an MGP card to the Class Member on
944 the day he or she is enrolled in MGP, (b) shall cause the MGP card to be activated on
945 the next business day with no further action required on the part of the Class Member,
946 and (c) shall ensure that the Class Member has a means to pay for any psychotropic
947 medications that the Class Member requires prior to and until the activation of the
948 MGP card.

949 69.1 Defendants shall use best efforts to secure necessary approvals from
950 the New York State Department of Health to enroll in the Medication Grant Program
951 those Class Members whose existing Medicaid benefits are being unsuspended
952 pursuant to Social Services Law § 336[1-a] and shall confer with the Compliance
953 Monitors at least every six months regarding their efforts to implement such a system.

954 70. For each Class Member described in ¶ 69 above who is released from
955 incarceration from a City Jail, or from court with prior notice, and for whom the Pre-
956 Screening Process was completed more than three business days prior to his or her
957 Release Date, Discharge Planning Staff (a) shall enroll the Class Member in the
958 Medication Grant Program on or before his or her Release Date; (b) shall provide an
959 MGP card to the Class Member on or before his or her Release Date; and (c) shall

960 complete and submit a Medicaid application on behalf of the Class Member in
961 accordance with ¶¶ 63-65 above.

962 71. For each Class Member described in ¶ 69 above who is released from
963 incarceration from a City Jail before the Pre-Screening Process has been completed,
964 less than three business days after completion of his or her Pre-Screening Process, or
965 directly from court without prior notice, SPAN Office Staff (a) shall enroll the Class
966 Member in the Medication Grant Program during his or her initial visit to a SPAN
967 Office; (b) shall provide an MGP card to the Class Member during his or her initial
968 visit to a SPAN Office; and (c) shall complete a Medicaid application on behalf of the
969 Class Member in accordance with ¶¶ 63-65 above during his or her initial visit to a
970 SPAN Office, and cause that Medicaid application to be submitted to HRA on behalf
971 of the Class Member within two business days.

972 72. Upon a Class Member's enrollment in the Medication Grant Program,
973 Discharge Planning Staff or SPAN Office Staff, as applicable, shall provide the Class
974 Member with literature, to be approved by Class Counsel, explaining how to use the
975 MGP card and providing (a) a list of the five largest pharmacy chains in the New
976 York City area that will accept MGP cards and (b) the addresses of each outlet of
977 such chains located in the borough in which the SPAN Office is located.

978 73. Plaintiffs acknowledge (a) that a Class Member's eligibility for the
979 Medication Grant Program is dependent on the Class Member submitting a Medicaid
980 application prior to or within seven days of his or her Release Date, and (b) that such
981 eligibility remains in effect until such time as HRA activates the Class Member's
982 Medicaid benefits.

983 74. The Parties acknowledge that the Medication Grant Program is
984 administered by the State of New York and is subject to repeal or modification. In
985 the event the State of New York repeals or modifies the Medication Grant Program
986 during the period this Agreement is in effect, Defendants will implement a system to
987 provide Class Members with equivalent benefits that are consistent with the terms of
988 this Agreement. The Parties agree to work in good faith to design and implement
989 such a system if necessary.

990 **4. Public Assistance and SNAP Benefits**

991 75. As part of Discharge Planning, Defendants, prior to each Class
992 Member's Release Date, (a) shall assess the ability of each Class Member determined
993 to be Seriously Mentally Ill to pay for essentials such as food, clothing and housing
994 following his or her release from incarceration and (b) shall use their best efforts to
995 secure necessary documentation for and complete and submit relevant application(s)
996 for Public Assistance and SNAP benefits on behalf of each such Class Member so
997 that such benefits will be available on the Class Member's first visit to an HRA Job
998 Center after his or her Release Date.

999 76. The obligations set forth in this § II.H.4 shall apply only to Class
1000 Members determined or deemed to be Seriously Mentally Ill, and use of the term
1001 “Class Members” in this § II.H.4 shall refer only to Class Members determined or
1002 deemed to be Seriously Mentally Ill.

1003 77. Appropriate employees of Job Centers operated by HRA shall receive
1004 training regarding the public benefits needs of the Class and an explanation of HRA's
1005 obligations to Class Members pursuant to this Settlement Agreement.

1006 78. Defendants shall assist each Class Member who appears potentially
1007 eligible for Public Assistance or SNAP to secure necessary documentation for a
1008 Public Assistance and SNAP application and (a) shall assist the Class Member such
1009 that the Public Assistance and SNAP application shall be completed within three
1010 business days of the completion of each such Class Member's CTP and (b) shall
1011 submit to HRA such application within two business days of its completion. A Public
1012 Assistance and SNAP application to be submitted on behalf of a Class Member shall
1013 include a written request to be completed by the Class Member that his or her
1014 application be pended as described in ¶¶ 79 - 80 below. HRA shall register such
1015 application on the same day it receives the application.

1016 79. If a Class Member remains incarcerated 45 days after HRA has
1017 registered his or her Public Assistance and SNAP application, HRA shall defer any
1018 determination with respect to such application for an additional 45 days or until the
1019 Class Member appears at a Job Center, whichever date is earlier (the "Pending
1020 Period").

1021 80. If, at the end of the Pending Period, the Class Member remains
1022 incarcerated in a City Jail, Defendants shall assist the Class Member in promptly
1023 completing and submitting another Public Assistance and SNAP application.
1024 Defendants shall begin another Pending Period and shall continue this process until
1025 the Class Member is no longer incarcerated in a City Jail.

1026 81. If a Class Member is released (a) after his or her application for Public
1027 Assistance and SNAP was registered by HRA and (b) before the conclusion of the
1028 Pending Period, the Class Member shall be required to make one visit each to a Job

1029 Center and the New York State vendor who supplies EBT cards to activate his or her
1030 Public Assistance or SNAP benefits. The visits described in this ¶ 81 shall be the
1031 only visits required to activate a Class Member's Public Assistance and/or SNAP
1032 benefits after his or her Release Date, and, if the Class Member is determined to be
1033 eligible for Public Assistance and/or SNAP benefits, such benefits shall be
1034 immediately available upon completion of the visits described in this ¶ 81; provided,
1035 however, that if additional documentation is necessary to complete the Class
1036 Member's Public Assistance and SNAP application, additional visits to a Job Center
1037 may be required.

1038 81.1 If a Class Member appears at a Job Center within 30 days of his or her
1039 Release Date and is found eligible for SNAP benefits, the Class Member will receive
1040 SNAP benefits retroactive to his or her Release Date. If the Class Member appears at
1041 a Job Center more than 30 days after his or her Release Date, the Class Member shall
1042 receive assistance in submitting a Public Assistance and SNAP application, if one has
1043 not already been submitted, and if found eligible for SNAP benefits, the Class
1044 Member will receive those benefits from the date the Class Member submitted an
1045 application.

1046 82. If an application for Public Assistance and SNAP has not been
1047 submitted on behalf of a Class Member before his or her Release Date, HRA Staff,
1048 upon the Class Member's first visit to a Job Center following his or her Release Date,
1049 or SPAN Office Staff, upon the Class Member's first visit to a SPAN Office
1050 following his or her Release Date, shall assist each such Class Member to secure
1051 necessary documentation for a Public Assistance and SNAP application and shall

1052 complete and arrange to have submitted to HRA a Public Assistance and SNAP
1053 application for the Class Member.

1054 83. For each Class Member who applies for Public Assistance and SNAP
1055 prior to or within 30 days after his or her Release Date, HRA (a) shall delay any
1056 requirement to participate in a BEV interview for six months and (b) shall refer the
1057 Class Member to WeCARE to undergo an evaluation. Defendants shall ensure that
1058 the entire mental health evaluation at WeCARE, including evaluation by a
1059 psychiatrist sufficient to determine the impact of the Class Member's psychiatric
1060 condition on his or her ability to participate in work activities as further described in
1061 the New York Social Services Law § 336 and New York State Department of Social
1062 Services regulations ("work activities"), occurs on the Class Member's first visit to
1063 WeCARE. Class Members exempted from or limited in their participation in work
1064 activities as a result of this evaluation shall not be required to attend any additional
1065 appointments at WeCARE during the time that such exemption or limitation is in
1066 effect, except that such Class Members shall be required to comply with non-work
1067 related appointments at WeCARE. Class Members found at this examination to be
1068 partially or completely able to participate in work activities but who also wish to be
1069 evaluated for medical conditions or physical disabilities that potentially limit their
1070 ability to participate in work activities may be required to return to WeCARE for
1071 assessment of such medical conditions or disabilities.

1072 84. Defendants' obligations related to SNAP benefits pursuant to this
1073 stipulation are subject to a waiver obtained by the New York State Office of
1074 Temporary and Disability Assistance (OTDA) from the U.S. Department of

1075 Agriculture that allows Discharge Planners to apply for SNAP benefits for Class
1076 Members while incarcerated. Prior to the expiration of the waiver, Defendants shall
1077 use best efforts to have the waiver renewed, which requires further approvals from
1078 Federal and State officials. Should the waiver expire, Defendants shall use best
1079 efforts to have the waiver reinstated, which similarly requires further approvals from
1080 Federal and State officials. Defendants shall confer with the Compliance Monitors at
1081 least every six months regarding their efforts to implement or reinstate the waiver.

1082 85. HRA staff, upon the Class Member's first visit to a Job Center
1083 following his or her Release Date, shall (a) assess the Class Member's need and
1084 eligibility for Emergency Benefits; (b) provide whatever Emergency Benefits the
1085 Class Member needs and is entitled to; and (c) if Emergency Benefits are not
1086 provided, document the reasons for the denial of Emergency Benefits.

1087 86. [Removed]

1088 87. Defendants shall assess Class Members' eligibility for SSI, SSD, other
1089 Social Security Benefits and Veterans Administration Benefits, and shall assist Class
1090 Members in obtaining such benefits.

1091 5. **Housing**

1092 88. As part of Discharge Planning, Defendants, prior to each Class
1093 Member's Release Date, shall assess each Class Member's need for appropriate
1094 housing following his or her release from incarceration and shall use their best efforts
1095 to ensure that each Class Member is placed in appropriate housing arrangements
1096 following his or her release from incarceration.

1097

a. *Placement in Supportive Housing*

1098

89. If Defendants determine that a Class Member will be in need of

1099

Supportive Housing following his or her release from incarceration, Discharge

1100

Planning Staff or SPAN Office Staff, as appropriate, shall complete an HRA 2010e

1101

Application on behalf of the Class Member and, upon approval of the HRA 2010e

1102

Application, shall cause the approved application and all other necessary documents

1103

to be submitted to appropriate housing providers and/or the SPOA Agency.

1104

Discharge Planning Staff or SPAN Office Staff, as appropriate, shall use best efforts

1105

to complete and submit the HRA 2010e Application and ensure that best efforts are

1106

used in attempting to obtain an appropriate housing placement for the Class Member

1107

prior to the Class Member's Release Date.

1108

90. If a Class Member is determined to be in need of Supportive Housing

1109

but is released from incarceration in a City Jail before (a) the completion of his or her

1110

HRA 2010e Application; (b) HRA's approval of the Class Member's HRA 2010e

1111

Application; (c) the submission of the Class Member's approved HRA 2010e

1112

Application to housing providers and/or the SPOA Agency; or (d) acceptance of the

1113

Class Member by an appropriate housing provider, Discharge Planning Staff shall

1114

ensure that the individual who has primary responsibility for ongoing coordination of

1115

the Class Member's care following his or her Release Date receives all materials

1116

created or collected on behalf of the Class Member during his or her incarceration

1117

that can assist in the completion and submission of the HRA 2010e Application

1118

and/or that are necessary to secure appropriate housing for the Class Member.

1119 91. For purposes of the immediately preceding ¶ 90, the individual who
1120 has “primary responsibility for ongoing coordination of the Class Member’s care” is,
1121 depending on the Class Member’s circumstances, (a) a staff member at the
1122 community-based mental health care program to which the Class Member has been
1123 referred, (b) the Class Member’s ICM, SCM, ACT or LINK worker, (c) SPAN Office
1124 Staff, provided the Class Member presents himself or herself to a DHS shelter or
1125 SPAN Office within thirty days after being released from incarceration at a City Jail,
1126 and/or (d) appropriate staff at a Program Shelter where the Class Member resides
1127 while awaiting a housing placement. Defendants shall use best efforts to promptly
1128 determine the identity of this individual and record the name of this individual in the
1129 Class Member’s Mental Health Record. In the event that it is not feasible, despite
1130 Defendants’ best efforts, to identify any such individual, Defendants shall record in
1131 the Class Member’s Mental Health Record the name of the entity (identified from
1132 among the entities listed in this ¶ 91 of this Agreement) having “primary
1133 responsibility for ongoing coordination of the Class Member’s care.”

1134 92. For a Class Member whose HRA 2010e Application has been
1135 submitted to a housing provider and/or to the SPOA Agency but who has not obtained
1136 a placement in a Supportive Housing program by his or her Release Date, Defendants
1137 shall promptly provide to housing providers and/or to the SPOA Agency any
1138 information in Defendants’ possession requested to assist in the placement of the
1139 Class Member in appropriate housing.

1140

b. *Placement in DHS Shelters*

1141 93. Plaintiffs acknowledge that homeless Class Members may be referred
1142 to the Shelter System administered by DHS for their temporary emergency shelter
1143 needs in situations where it has not been possible, despite Defendants' best efforts, to
1144 obtain a placement in Supportive Housing prior to the Class Member's Release Date.

1145 94. In determining where to place a Class Member requiring shelter, upon
1146 Class Member consent to be requested by Discharge Planning Staff in completing the
1147 Class Member's Discharge Plan, DHS shall receive from Discharge Planning Staff
1148 and utilize all relevant and available information concerning the Class Member
1149 obtained during the Class Member's incarceration. Such information shall be utilized
1150 in an effort to shorten or, wherever possible, eliminate the period of DHS Assessment
1151 generally required of individuals seeking placement in a DHS Shelter.

1152 95. Discharge Planning Staff shall use their best efforts to provide DHS
1153 with the information described in ¶ 94 above prior to the Class Member's Release
1154 Date. In circumstances where a Class Member who needs shelter is released from
1155 incarceration prior to this information being conveyed to DHS, Discharge Planning
1156 Staff or SPAN Office Staff, as applicable, shall provide such information to DHS
1157 promptly upon learning of the Class Member's release. In addition, DHS staff shall
1158 use their best efforts to identify Class Members who appear at a DHS Shelter and
1159 contact Discharge Planning Staff to obtain information regarding those Class
1160 Members, if DHS does not already have the information described in ¶ 94 above for
1161 the particular Class Members in question.

1162 96. DHS shall use best efforts to place a sentenced Class Member directly
1163 in a designated Program Shelter or Mental Health Program Shelter on his or her
1164 Release Date, provided that (a) DHS has determined that further assessment is not
1165 necessary after review of the information obtained by Defendants during the Class
1166 Member's incarceration, (b) a bed at such a shelter is available on the Class
1167 Member's Release Date, and (c) the Class Member arrives at the DHS Shelter on his
1168 or her Release Date prior to the facility's curfew hour, presently 10:00 p.m.
1169 Designated DHS staff shall monitor placement of Class Members not placed directly
1170 into a Program Shelter or Mental Health Program Shelter and will use best efforts to
1171 facilitate the placement of such Class Members in such shelters. Class Members who
1172 are determined to be Seriously Mentally Ill shall be presumptively eligible for
1173 placement in a Program Shelter or Mental Health Program Shelter.

1174 97. Plaintiffs understand that any Class Member who had not previously
1175 been enrolled in the DHS Shelter System will be required to first appear at a DHS I/A
1176 Shelter for adults prior to being placed directly in a designated Program Shelter or
1177 Mental Health Program Shelter in accordance with this § II.H.5.b. For Class
1178 Members who are determined to be Seriously Mentally Ill and who have not
1179 previously been enrolled in the DHS Shelter System, Defendants shall provide
1180 transportation to an I/A Shelter and then to a Program Shelter in accordance with §
1181 II.H.6 below.

1182 98. The obligations set forth in this § II.H.5.b shall not apply to any Class
1183 Member who seeks shelter from DHS more than thirty days after his or her Release
1184 Date.

1185 99. Nothing herein is intended to limit a Class Member's rights pursuant
1186 to the consent judgment in *Callahan v. Carey*, Index No. 42582/79 (Sup. Ct. N.Y. Co.
1187 Aug. 26, 1981) (Wallach, J.), or to limit a Class Member's entitlement to any Public
1188 Benefits and/or Emergency Benefits for which he or she may qualify under Social
1189 Services Law § 133 and the regulations and administrative directives of the New
1190 York Office of Temporary Disability Assistance.

1191 c. *Follow-up for Seriously Mentally Ill Class Members*

1192 100. Defendants shall use best efforts to contact each Class Member who
1193 has been determined to be SMI within three days of his or her release from a City Jail
1194 to determine whether the Class Member's housing is clinically adequate and
1195 appropriate for his or her needs, and, if needed, shall offer to provide further
1196 assistance in securing appropriate housing; provided, however, that if the Class
1197 Member has been accepted as a client of a LINK program, the LINK program shall
1198 perform such follow up and assistance within five days.

1199 6. *Transportation*

1200 101. Defendants shall provide each Class Member released from
1201 incarceration in a City Jail, except Class Members released from incarceration on bail
1202 or pursuant to other court orders requiring that they be released immediately, and who
1203 Defendants have determined to be Seriously Mentally Ill, with transportation from the
1204 City Jail (a) to the Class Member's residence in the community or (b) to a temporary
1205 emergency shelter or I/A Shelter and then to the DHS Shelter in which the Class
1206 Member is placed.

1207 102. Defendants shall provide each Class Member who is released from
1208 court and who Defendants have determined to be Seriously Mentally Ill with
1209 transportation from the SPAN Office (a) to the Class Member's residence in the
1210 community, or (b) to a temporary emergency shelter or I/A Shelter and then to the
1211 DHS Shelter in which the Class Member is placed.

1212 103. The obligations set forth in this § II.H.6 shall apply only if the Class
1213 Member wishes to accept the transportation services offered.

1214 **I. Class Members Who Appear at a SPAN Office**
1215 **More than Thirty Days After Their Release Date**

1216 104. For each Class Member who presents himself or herself at a SPAN
1217 Office more than thirty days after his or her Release Date, SPAN Office Staff shall
1218 make reasonable efforts to make an appointment with community agencies or
1219 organizations for further assistance as appropriate.

1220 **III. SETTLEMENT IMPLEMENTATION**

1221 105. Defendants shall complete the implementation of all aspects of this
1222 Settlement Agreement no later than the Implementation Date, which shall be the date
1223 60 days after the date on which the Court enters a Final Order and Judgment, as
1224 provided in § VIII below.

1225 106. If any of the systems to provide Discharge Planning as contemplated
1226 by this Agreement is not in place by the Implementation Date, Defendants shall, by
1227 that date, provide Class Counsel with a written report describing all services and/or
1228 systems that are not yet available, the reason they are not yet available, and the date
1229 on which they are expected to become available. The report provided by Defendants

1230 in accordance with this ¶ 106, if any, shall not constitute compliance with the terms of
1231 the Settlement Agreement, nor shall the receipt or non-receipt of such report preclude
1232 Plaintiffs and Class Counsel from taking any steps necessary to enforce the provisions
1233 of this Agreement.

1234 107. Defendants shall, no later than the Implementation Date, adopt all
1235 manuals, policy and procedure documents, directives, training materials, and other
1236 similar documents required to implement this Settlement Agreement. Defendants
1237 shall provide Class Counsel with an opportunity to review and comment on such
1238 documents in accordance with ¶ 128 hereof. To the extent that Defendants have
1239 adopted any such documents before the Execution Date, Defendants shall provide
1240 copies of such documents to Class Counsel within five days of the Execution Date
1241 and shall provide Class Counsel with an opportunity to review and comment on such
1242 documents in accordance with ¶ 128 hereof.

1243 **IV. MONITORING**

1244 **A. Selection and Appointment of Compliance Monitors**

1245 108. Subject to the provisions of this Section IV, Class Counsel and
1246 Defendants' Counsel shall each designate one of two Compliance Monitors. Class
1247 Counsel and Defendants' Counsel shall then jointly move the Court for an Order
1248 appointing those Compliance Monitors and providing them with the authority,
1249 consistent with the terms of this Agreement, to monitor the provision of Discharge
1250 Planning in City Jails and Defendants' compliance with the terms of this Agreement.
1251 In the event of (a) the death, resignation, or unforeseen permanent or temporary
1252 unavailability of either Compliance Monitor, or (b) the Court's refusal to appoint

1253 either Compliance Monitor, the Counsel who designated that Compliance Monitor
1254 may designate a replacement, who shall also then be appointed by the Court in
1255 accordance with the procedures set forth in this Section IV.

1256 109. Each Compliance Monitor shall be either (a) a licensed and board
1257 certified physician who has been so licensed and certified for at least five years
1258 immediately preceding the date of his or her appointment and has at least five years'
1259 experience providing, evaluating, or consulting with respect to mental health care for
1260 people with serious mental illness or (b) a social worker who has a Masters degree in
1261 social work, has at least three years of mental health discharge planning experience
1262 and has at least two years of managerial or supervisory experience.

1263 110. Except with the consent of Class Counsel, no person who presently
1264 has, or has within the past five years had, a business relationship with any Defendant
1265 or with any medical or mental health care provider under contract with any Defendant
1266 may act as a Compliance Monitor.

1267 111. Except with the consent of Defendants' Counsel, no person who
1268 presently has, or has within the past five years had, a business relationship with
1269 Debevoise & Plimpton, the Urban Justice Center or New York Lawyers for the Public
1270 Interest, Inc. may act as a Compliance Monitor.

1271 112. The Parties shall endeavor in good faith to agree on the identity of the
1272 Compliance Monitors and to designate Compliance Monitors who are mutually
1273 acceptable to one another. If, however, any Party objects to the Compliance Monitor
1274 designated by another Party and the non-objecting Party refuses to designate an
1275 alternate Compliance Monitor, the objecting Party may apply to the Court to prevent

1276 the appointment of the Compliance Monitor based on any of the grounds set forth in
1277 ¶114 below.

1278 113. Class Counsel and Defendants' Counsel shall move the Court for an
1279 Order appointing the Compliance Monitors so that they can begin the performance of
1280 their duties pursuant to this Settlement Agreement no later than the Implementation
1281 Date.

1282 114. Any Party may apply to the Court for the removal of either
1283 Compliance Monitor at any time. Such removal shall require a showing by
1284 persuasive evidence of (a) corruption, nonfeasance or bias by the Compliance
1285 Monitor; (b) failure to meet the qualifications set forth in ¶¶ 109 - 111 above; or (c) a
1286 failure to perform his or her duties pursuant to this Agreement. If the Court finds that
1287 the Compliance Monitor should be removed, the Party who designated that
1288 Compliance Monitor shall designate a replacement in accordance with the
1289 requirements of ¶¶ 109 - 111 above, who shall then be appointed by the Court in
1290 accordance with the procedures set forth in this § IV.

1291 B. Costs of Monitoring

1292 115. Defendants shall pay the Compliance Monitors and any staff or
1293 employees deemed reasonably necessary by the Compliance Monitors at rates to be
1294 agreed upon by the Compliance Monitors and the Parties. Such rates shall take into
1295 consideration each Compliance Monitor's usual and customary rate and the City's
1296 usual and customary contracting practices. Defendants shall also reimburse the
1297 Compliance Monitors for any costs and expenses reasonably incurred in the
1298 performance of their duties pursuant to this Settlement Agreement.

1299 116. The Parties and each Compliance Monitor shall endeavor in good faith
1300 to resolve any dispute regarding the hourly rate to be paid each Compliance Monitor
1301 or the reasonableness of any fees, costs or expenses incurred by either Compliance
1302 Monitor. Failing such resolution, the Parties shall refer the dispute to the Court for
1303 resolution.

1304 117. Defendants shall provide the Compliance Monitors with any
1305 equipment that the Compliance Monitors deem reasonably necessary to perform their
1306 duties. Each Compliance Monitor shall return such equipment to Defendants at the
1307 conclusion of his or her duties pursuant to this Agreement.

1308 C. **Scope and Method of Monitoring**

1309 118. The Compliance Monitors and any staff or employees working at their
1310 direction shall have reasonable access to people, places and things relevant to the
1311 provision of Discharge Planning pursuant to this Agreement, as set forth in greater
1312 detail below. The principal means of monitoring shall be access to documents and
1313 records, including those stored electronically; access to Class Members; and
1314 observation of training sessions; provided, however, the Compliance Monitors shall
1315 also have access to facilities and staff described below as the Compliance Monitors
1316 deem reasonably necessary to determine whether Defendants are complying with the
1317 terms of this Settlement Agreement.

1318 119. Either Party may contest any action taken or proposed by the
1319 Compliance Monitors pursuant to § IV of this Agreement as being beyond the scope
1320 of their authority under this Agreement, or as being unreasonable. Such challenges
1321 shall be raised by the contesting Party promptly after such action is taken or

1322 proposed, and the Parties shall confer in good faith to resolve such disputes. Failing
1323 such resolution, the contesting Party may seek an order from the Court enjoining,
1324 prohibiting or limiting such action, and the contesting Party shall bear the burden of
1325 production and persuasion on its motion.

1326 **1. Access to Records**

1327 120. The Compliance Monitors shall have access to all documents and
1328 information, including records stored electronically, maintained by Defendants and/or
1329 their agents or contractors that are reasonably necessary, in the judgment of the
1330 Compliance Monitors, to determine whether Defendants are complying with the
1331 terms of this Settlement Agreement. The documents and information to which the
1332 Compliance Monitors shall have access pursuant to this § IV.C.1 shall include, but
1333 are not limited to, (a) all records generated by Defendants and their contractors in the
1334 course of providing Discharge Planning for Class Members, and (b) Class Members'
1335 Mental Health Records and medical records related to mental health treatment in the
1336 possession of Defendants and their contractors.

1337 121. Defendants shall, if feasible, provide records requested by the
1338 Compliance Monitors pursuant to ¶ 120 above to the Compliance Monitors within
1339 five business days of each such request; provided, however, that Defendants shall
1340 respond to any request by the Compliance Monitors for records regarding the
1341 provision of Discharge Planning to any individual Class Member within 48 hours.

1342 122. The Compliance Monitors shall also be entitled to request and receive
1343 samples of the Mental Health Records and medical records related to mental health
1344 treatment of Class Members having certain characteristics or receiving certain

1345 services; provided, however, that the Compliance Monitors shall request only those
1346 record samples that they deem reasonably necessary to monitor Defendants'
1347 compliance with this Agreement. Defendants may object to any request for a
1348 particular sample in accordance with this ¶ 122 on the grounds that the compilation of
1349 the sample would be unduly burdensome. The Parties shall endeavor in good faith to
1350 resolve any such objections. Failing such resolution, the Parties reserve the right to
1351 seek a ruling from the Court as to such objections.

1352 2. Access to Computer Systems

1353 123. Defendants shall provide the Compliance Monitors and such other
1354 staff or employees as the Compliance Monitors may designate (a) with read-only
1355 access to the Discharge Planning MIS and DHS Database, and (b) to such information
1356 pertaining to Class Members derived from the IIS, the DHS Database, WMS and
1357 other HRA computer systems as may be necessary to monitor Defendants'
1358 compliance with this Agreement.

1359 124. The Compliance Monitors shall develop a form of report to be run
1360 from the Discharge Planning MIS and the DHS Database and provided by Defendants
1361 to the Compliance Monitors on a monthly basis sufficient to assist the Compliance
1362 Monitors in monitoring Defendants' compliance with their obligations under this
1363 Agreement. Defendants further agree promptly to provide the Compliance Monitors
1364 with any other reports requested by the Compliance Monitors that can be generated
1365 by the Discharge Planning MIS and DHS Database, and, if necessary to monitor
1366 Defendants' compliance with this Agreement, other computer systems enumerated in

1367 ¶ 123 above, if Defendants can do so without any modification of the software or
1368 hardware used to operate such systems.

1369 125. The Discharge Planning MIS will contain the data fields listed in
1370 Exhibit A. Defendants agree to update the Discharge Planning MIS as necessary, in a
1371 timely manner, so that it accurately reflects current information for each Class
1372 Member.

1373 126. The Parties acknowledge that it may be appropriate for the
1374 configuration of the Discharge Planning MIS to change during the course of
1375 implementation of this Settlement Agreement. The Compliance Monitors may
1376 therefore request that Defendants add, delete or modify data fields or other aspects of
1377 the Discharge Planning MIS as necessary to monitor Defendants' compliance with
1378 this Agreement. Defendants shall, if feasible, implement such requests or provide the
1379 Compliance Monitors with an explanation of why such requests are not implemented.

1380 **3. Access to Manuals**

1381 127. Until the monitoring period is terminated pursuant to § XIV,
1382 Defendants shall provide the Compliance Monitors with at least 14 days to review
1383 and comment on (a) all new manuals, policy and procedure documents, directives,
1384 training materials, and other similar documents, regardless of name, that concern the
1385 provision of Discharge Planning to Class Members; and (b) all draft revisions to and
1386 proposed revocations of any existing manuals, policy and procedure documents,
1387 directives, training materials, and other similar documents, regardless of name, that
1388 concern the provision of Discharge Planning to Class Members, before such
1389 documents, revisions or revocations are finalized and regardless of whether those

1390 documents are generated by Defendants or a contractor to Defendants. Defendants
1391 shall provide the Compliance Monitors with finalized versions of all such documents,
1392 revisions, and revocations within seven days after each of them is finalized. All such
1393 materials in existence on the date on which the Compliance Monitors are appointed
1394 by the Court shall be provided to the Compliance Monitors by Defendants within
1395 seven days of the date of the Order appointing the Compliance Monitors.

1396 128. Until appointment of the Compliance Monitors as provided in § IV.A
1397 above, Defendants shall provide the materials described in ¶ 127 above to Class
1398 Counsel for their review and comment at least 14 days before such materials are
1399 finalized.

1400 129. Defendants shall not be required to accept any recommendation of the
1401 Compliance Monitors or Class Counsel pursuant to ¶ 107 and ¶¶ 127 - 128 above;
1402 provided, however, that Defendants shall notify the Compliance Monitors and Class
1403 Counsel if Defendants reject any such recommendation within seven days after such
1404 recommendation was received by Defendants.

1405 4. Access to Class Members

1406 130. The Compliance Monitors may, with Class Members' consent,
1407 conduct interviews with incarcerated Class Members or groups of Class Members in
1408 the same degree of auditory privacy afforded inmates when meeting with their
1409 attorneys and in a manner consistent with reasonable DOC security concerns and the
1410 reasonable operational concerns of CHS and its medical care vendor. Defendants
1411 shall allow such interviews to take place in all facilities where Discharge Planning

1412 occurs in City Jails or where Class Members receive Discharge Planning, including
1413 the Jail Treatment Locations.

1414 **5. Access to Training**

1415 131. Defendants shall provide the Compliance Monitors with reasonable
1416 advance notice of training sessions for Defendants' employees and all other
1417 individuals involved in providing the Discharge Planning contemplated by this
1418 Agreement. The Compliance Monitors may observe all such sessions and provide
1419 comments and recommendations.

1420 **6. Access to Areas where Discharge Planning is Performed**

1421 132. Defendants shall ensure that the Compliance Monitors have physical
1422 access to all Jail Treatment Locations and all Discharge Planning Facilities, including
1423 the Community Referral Unit, Benefits Unit, and SPAN Offices. Such access shall be
1424 arranged through Defendants' Counsel on reasonable advance notice and, unless
1425 otherwise arranged, shall occur between 9:00 a.m. and 5:00 p.m.

1426 133. The Compliance Monitors shall be allowed to conduct interviews with
1427 Class Members during visits to the areas and offices described in ¶ 132 above, subject
1428 to Class Members' consent and the facilities' space availability and normal
1429 operations.

1430 134. Subject to ¶ 118, the Compliance Monitors' access to any location in a
1431 City Jail may be limited only due to Defendants' reasonable security or operational
1432 concerns.

1433 **7. Access to Staff**

1434 135. The Compliance Monitors may conduct interviews with employees of
1435 CHS and its medical care vendor and SPAN Office Staff and any other employees
1436 who are otherwise providing services or benefits to Class Members in Discharge
1437 Planning Facilities. The Compliance Monitors may also conduct interviews with
1438 employees of other Defendant Agencies, including but not limited to DOC, DHMH,
1439 HRA, any Job Center operated by HRA, DHS, WeCARE, LINK, the transportation
1440 vendor engaged to provide services pursuant to this Agreement, and employees of
1441 sub-contractors of these entities, provided the Compliance Monitors articulate a
1442 reason why such interviews are reasonably necessary to determine whether
1443 Defendants are complying with the terms of this Settlement Agreement. Defendants
1444 and Defendants' Counsel hereby specifically authorize the Compliance Monitors to
1445 conduct such interviews.

1446 136. The Compliance Monitors shall arrange interviews described in ¶ 135
1447 above through Defendants' Counsel and shall provide reasonable advance notice of
1448 all interviews. Defendants' Counsel will promptly arrange and facilitate all such
1449 interviews, at the location of the employee's choosing.

1450 137. Defendants shall use best efforts, consistent with the City's
1451 employment obligations, to ensure that the persons and entities identified in ¶ 135
1452 above cooperate with the Compliance Monitors and respond directly and promptly to
1453 all oral or written inquiries and/or requests related to the monitoring of Defendants'
1454 compliance with this Settlement Agreement.

1455 138. The Compliance Monitors agree to maintain the confidentiality of the
1456 identity of each person interviewed pursuant to this § IV.C.7 unless (a) the person
1457 interviewed consents to having his or her identity revealed or (b) revealing the
1458 identity of the person interviewed to Class Counsel, Defendants' Counsel and/or the
1459 Court is necessary to enforce the terms of this Settlement Agreement. Any person's
1460 identity revealed to the Court pursuant to subparagraph 138 (b) above shall be
1461 revealed only in a document filed with the Court under seal.

1462 139. The Compliance Monitors shall be allowed to request to meet with
1463 Defendants, representatives of Defendants' contractors, Defendants' counsel and/or
1464 Class Counsel to discuss any aspect of this Agreement. Defendants' Counsel shall
1465 promptly arrange and facilitate any such meetings.

1466 **D. Development of Performance Goals**

1467 140. Within six months after the Implementation Date, the Compliance
1468 Monitors, based on their experience in the implementation of the Settlement
1469 Agreement, shall establish performance goals designed to measure Defendants'
1470 compliance with this Settlement Agreement. These performance goals shall, in the
1471 judgment of the Compliance Monitors, reflect any practical limitations on providing
1472 Discharge Planning and implementing Discharge Plans in the City Jails.

1473 141. Each of these performance goals shall be expressed in terms of a
1474 percentage of eligible Class Members or individuals for whom each goal shall be
1475 achieved. For example, if the Compliance Monitors set a performance goal providing
1476 that 90% of Class Members for whom Pre-Screening is required shall be prescreened
1477 for Medicaid eligibility prior to their release from incarceration, then, Defendants

1478 must be prescreening 90% of such Class Members for Medicaid eligibility before
1479 they are released from incarceration.

1480 142. The performance goals shall be established and shall measure
1481 performance in the following categories:

- 1482 a. Timely assessment of Class Members for inclusion in
1483 the Class;
- 1484 b. Appropriate assessment of whether Class Members are
1485 Seriously Mentally Ill;
- 1486 c. [Removed];
- 1487 d. Completion of clinically appropriate Comprehensive
1488 Treatment Plans for Class Members;
- 1489 d.1. Completion of clinically appropriate Discharge Plans
1490 for Class Members;
- 1491 e. Completion and processing of Medicaid prescreening
1492 for Class Members;
- 1493 f. Enrollment of eligible Class Members in MGP and
1494 submission of Medicaid applications;
- 1495 g. Activation of Class Members' Medicaid benefits;
- 1496 h. Provision of medications and/or e-prescriptions to Class
1497 Members;
- 1498 i. Making appropriate community referrals and/or
1499 appointments for Class Members;
- 1500 j. Submission and processing of Public Assistance and
1501 SNAP applications for potentially eligible Class
1502 Members who are deemed to be SMI;
- 1503 k. Provision of transportation to Class Members who are
1504 deemed to be SMI;
- 1505 l. Follow-up with Class Members who are deemed to be
1506 SMI in the areas of housing placement and community
1507 referrals or appointments; and

1508 m. Arranging appropriate housing placements for eligible
1509 Class Members.

143. The Parties acknowledge that a range of accepted clinical standards
and practices may inform a clinician's judgment concerning what constitutes
appropriate mental health treatment. The Compliance Monitors shall assess
Defendants' compliance with the performance goals set pursuant to subparagraphs
142 (b), (d), (d.1), (i) and (m) above in light of this range of accepted clinical
standards and practices.

144. The Compliance Monitors may establish performance goals in such
other areas as necessary to effectuate the terms of this Agreement.

1518 145. If Defendants fail to meet the performance goals established by the
1519 Compliance Monitors within six months after they are established by the Compliance
1520 Monitors, Class Counsel shall have the right to apply to the Court for an order
1521 requiring Defendants to comply with the performance goals.

146. The performance goals are to be re-evaluated annually until the end of
the monitoring period by the Compliance Monitors in light of their experience
concerning the implementation of the Settlement Agreement and discussions with the
Parties. The first re-evaluation of the performance goals shall occur one year after the
date on which such goals are first established.

146.1. Within two months after the effective date of any revisions to the
Stipulation of Settlement, the Compliance Monitors shall re-assess, and where
necessary establish, performance goals in light thereof and discussions with the
Parties.

1531 147. The Compliance Monitors shall be the final arbiters of the
1532 performance goals set pursuant to this § IV.D; provided, however, that the
1533 Compliance Monitors shall consult with the Parties in setting such performance goals.

1534 **E. Reporting By Compliance Monitors**

1535 148. The Compliance Monitors shall make such recommendations to the
1536 Parties through counsel as may be appropriate to ensure compliance with the
1537 Settlement Agreement and may perform such additional consultative tasks or make
1538 such other recommendations as Class Counsel and Defendants' Counsel jointly may
1539 request.

1540 149. The Compliance Monitors shall submit written reports to the Court and
1541 to the Parties every 90 days during the first year after the Implementation Date and
1542 thereafter every 120 days. The reports:

- 1543 a. shall assess the current state of compliance with the
1544 Settlement Agreement and performance goals set in
1545 accordance with § IV.D above, including whether
1546 progress has been made and whether compliance has
1547 been maintained for a substantial period of time;
- 1548 b. shall analyze and review the cases of Class Members
1549 who did not receive clinically appropriate Discharge
1550 Planning in accordance with this Settlement Agreement
1551 (selection of any individual cases for review in a report
1552 pursuant to this subparagraph 149(b) shall be at the sole
1553 discretion of the Compliance Monitors);
- 1554 c. shall analyze and discuss any impediments to meeting
1555 the performance goals set in accordance with § IV.D of
1556 this Agreement and make recommendations for
1557 overcoming those impediments;
- 1558 d. may make recommendations for changes in policies and
1559 procedures or any other matter relating to Discharge
1560 Planning as contemplated by this Agreement; and

1561 e. may report on any other matters that affect the rights of
1562 Class Members, or any of them, pursuant to this
1563 Settlement Agreement.

1564 150. The Compliance Monitors may periodically review the medical and/or
1565 Mental Health Records of non-Class Members to determine whether inmates are
1566 timely, adequately and accurately assessed for membership in the Class and report
1567 their conclusions to Defendants' Counsel and Class Counsel. Such review may be
1568 conducted by sampling of records or any other reasonable and adequate method, and
1569 appropriate precautions shall be taken to maintain the confidentiality of names of
1570 non-Class Members whose records are reviewed.

1571 151. Nothing in the preceding ¶¶ 148 - 150 shall prevent either Compliance
1572 Monitor from presenting interim reports, either written or oral, to address any issues
1573 identified by the Compliance Monitor or in response to a reasonable request for an
1574 update from either Class Counsel or Defendants' Counsel. If the Compliance
1575 Monitors identify a significant deficiency in Defendants' compliance with the
1576 Agreement, the Compliance Monitors shall inform Class Counsel and Defendants'
1577 Counsel as soon as practicable after the discovery of any such deficiency.

1578 F. Monitoring by Class Counsel

1579 152. Monitoring by Class Counsel as described in § IV of this Agreement
1580 shall begin no later than the Implementation Date and shall continue until the
1581 monitoring provisions of this Agreement are terminated.

1582 153. Class Counsel and Defendants' Counsel shall meet at least every 90
1583 days during the first year after the Implementation Date, beginning with a meeting
1584 that shall occur within ten days of the issuance of the Compliance Monitors' first

1585 report to the Court and the Parties pursuant to ¶ 149 above, and thereafter within 45
1586 days of the issuance of each report, to discuss issues arising under this Settlement
1587 Agreement. At the request of Class Counsel, Defendants' Counsel also shall, if
1588 feasible, arrange for the attendance at such meetings by any officials of Defendants or
1589 representatives of any contractor employed by Defendants to carry out any of their
1590 obligations under this Agreement.

1591 154. To facilitate monitoring of Defendants' compliance with the terms of
1592 the Settlement Agreement:

- 1593 a. Class Counsel shall be permitted to confer
1594 confidentially with any Class Member or group of up to
1595 three Class Members incarcerated in City Jails in a
1596 manner consistent with reasonable DOC security and
1597 operational concerns. DOC shall take steps to facilitate
1598 communication between Class Counsel and
1599 incarcerated Class Members, including but not limited
1600 to scheduling in-person meetings at City Jails. To
1601 facilitate in-person meetings, Defendants shall provide
1602 Class Counsel with a list of all Class Members, sorted
1603 by facility in which the Class Member is housed, every
1604 other week during which the monitoring provisions of
1605 this § IV.F are in force. On forty-eight hours' notice,
1606 DOC shall produce Class Members designated by Class
1607 Counsel for meetings at the DOC facility in which the
1608 Class Member is housed. DOC shall ensure that,
1609 consistent with reasonable DOC security and
1610 operational concerns, Class Counsel shall have the
1611 opportunity to meet with a minimum of 20 Class
1612 Members, subject to the Class Members' consent and
1613 availability, during any monitoring visit scheduled
1614 pursuant to this subparagraph 154(a).
- 1615 b. Class Counsel shall have access to all documents and
1616 information provided to the Compliance Monitors
1617 pursuant to this Agreement.

1618 155. Nothing in this § IV.F shall limit Class Counsel's access to any
1619 materials or information obtainable through discovery in a Court proceeding brought
1620 to enforce the terms of this Agreement or through a Freedom of Information Law
1621 request.

1622 156. Defendants shall pay the reasonable attorneys' fees and expenses of
1623 Class Counsel incurred in monitoring Defendants' compliance with this Agreement;
1624 provided, however, that such fees and expenses shall not exceed \$200,000 in the first
1625 year after the Implementation Date, \$150,000 in the second year thereafter, and
1626 \$75,000 in the third year thereafter. In the fourth and fifth years after the
1627 Implementation Date, Class Counsel shall be entitled to such reasonable fees and
1628 expenses as are incurred in performing tasks contemplated by this Agreement or
1629 performed at the request of the Compliance Monitors. Class Counsel shall document
1630 their requests for payment of fees and expenses in monitoring Defendants'
1631 compliance, and shall use reasonable hourly rates in computing the total fees for
1632 which they seek payment. Beginning September 1, 2017, any request for fees and/or
1633 expenses accrued between June 3 of the prior year and June 2 of that calendar year
1634 shall be made by September 1 of that year. Any disputes as to the amount of
1635 attorneys' fees and expenses to be paid to Class Counsel pursuant to this ¶ 156 shall
1636 be referred to the Court for resolution.

1637 **G. Confidentiality**

1638 157. Subject to ¶ 158 below, Defendants agree not to redact or assert any
1639 need or obligation to redact material related to individual Class Members or in any

1640 way prevent or attempt to prevent the Compliance Monitors or Class Counsel from
1641 identifying or gaining access to material identifying individual Class Members.

1642 158. Class Counsel and Defendants' Counsel agree to confer in good faith
1643 to resolve any disputes that may arise regarding whether any federal, state, or City
1644 law or court order limits and/or prohibits the disclosure of confidential information
1645 related to any individual inmate. Failing such resolution, Defendants may apply to
1646 the Court for an order to prevent the disclosure of such information.

1647 159. The Compliance Monitors and their staff and Class Counsel shall
1648 maintain the confidentiality of all information regarding Class Members as required
1649 by applicable statutes, regulations, and professional standards of conduct. The
1650 Compliance Monitors (and any staff to be granted access to information concerning
1651 individual Class Members) shall sign appropriate undertakings, substantially in the
1652 form of Exhibit E, before being granted access to such information. Nothing in this
1653 ¶ 159 or the undertaking shall prevent the Compliance Monitors from sharing with
1654 Class Counsel any information they obtain pursuant to this Agreement.

1655 V. ENFORCEMENT

1656 A. Compliance

1657 160. Defendants and their contractors shall be in substantial compliance
1658 with the terms of this Settlement Agreement at all times after the Implementation
1659 Date.

1660 161. Subject to ¶ 145 above, Class Counsel reserve their right to apply to
1661 the Court at any time for an order enforcing the provisions of this Agreement.

1662 162. Defendants acknowledge that individuals assessed at the Initial
1663 Assessment as needing further mental health assessment and/or treatment have
1664 enforceable rights pursuant to this Agreement, and Defendants agree not to object to
1665 an enforcement proceeding brought to enforce such rights by such individuals based
1666 on lack of standing.

1667 **B. Cure**

1668 163. Except in emergency situations, Class Counsel shall, before applying
1669 to the Court for an order enforcing any provision of this Settlement Agreement,
1670 provide Defendants' Counsel with notice of their intention to do so, and shall provide
1671 Defendants' Counsel with a reasonable opportunity to address or remedy the matter
1672 of concern. The reasonableness of the notice shall be a matter for Class Counsel's
1673 discretion but shall be no less than 20 days; Class Counsel shall take into account the
1674 nature of the matter of concern and the extent to which it affects the provision of
1675 Discharge Planning to the Class or an individual Class Member in calculating what
1676 amount of time is reasonable.

1677 164. In emergency situations, Class Counsel shall contact Defendants'
1678 Counsel and advise Defendants' Counsel of the nature of the situation and proposed
1679 steps to be taken that could alleviate the perceived risk or deficiency. Following this
1680 contact, Class Counsel may then initiate whatever legal proceedings they believe to
1681 be necessary to alleviate the emergency situation.

1682 165. In the event that Class Counsel apply to the Court for the enforcement
1683 of this Settlement Agreement, Class Counsel and Defendants agree to redact any
1684 submission to the Court to exclude the names of Class Members and any identifying

1685 information relating to Class Members unless such identifying information is
1686 necessary to adjudication of the dispute. If such identifying information is necessary
1687 to adjudication of the dispute, a Party (a) may disclose such information to the Court
1688 and (b) shall file such information under seal.

1689 **C. Cost of Enforcement**

1690 166. Defendants will be liable for Class Counsel's reasonable attorneys'
1691 fees and expenses, including but not limited to the reasonable expenses of employing
1692 experts, that are properly incurred in enforcing the terms and provisions of this
1693 Agreement through the Court if Class Counsel are successful or if Plaintiffs and
1694 Defendants settle the dispute that forms the basis of the proceeding to enforce the
1695 Agreement.

1696 167. Disputes between the Parties about the amount of attorneys' fees and
1697 expenses to be reimbursed in accordance with this § V.C shall be resolved by the
1698 Court.

1699 **D. Protection of Individual Class**
1700 **Members Pending Settlement Approval**

1701 168. Between the Execution Date and the Implementation Date, Class
1702 Counsel may provide Defendants with the names of individual Class Members who
1703 (a) are incarcerated or were released within the preceding 30 days; (b) have requested
1704 Discharge Planning services; and (c) have not received such services. Defendants
1705 shall ensure that such Class Members receive services to which they would be
1706 entitled pursuant to the preliminary injunction order entered by the Court on July 9,
1707 2000, as is necessary to prevent irreparable harm. Should Defendants fail to provide

1708 any such Class Member with such services between the Execution Date and the
1709 Implementation Date, Class Counsel may move on such notice as the Court may
1710 direct for all appropriate relief with respect to such Class Member, independent of
1711 whether the Final Order and Judgment is entered by the Court. Upon the Execution
1712 of this Settlement Agreement, the Parties shall submit to the Court a separate
1713 proposed Order embodying the terms of this provision substantially in the form of
1714 Exhibit F for the Court's immediate approval.

1715 **VI. CONTRACTORS**

1716 169. Defendants acknowledge that the obligations of all agencies,
1717 contractors and assignees set forth in this Settlement Agreement are ultimately the
1718 obligations of the Defendants. Defendants shall not assert that they are not
1719 responsible for noncompliance with any term or provision of this Settlement
1720 Agreement by reason of the fact that an agency, contractor or assignee has been
1721 charged with performance of any such term or provision of this Agreement.

1722 170. In the event that Defendants enter into or renew a contract with any
1723 individual or entity to perform any of Defendants' obligations set forth in this
1724 Settlement Agreement, Defendants shall ensure that such contract(s) incorporates the
1725 terms and provisions of the Settlement Agreement that relate to the services that the
1726 contractor will provide.

1727 **VII. EDUCATION OF THE COMMUNITY**

1728 171. Defendants, in consultation with Class Counsel, (a) shall conduct
1729 informational sessions designed to educate members of the New York City mental
1730 health care community and the criminal justice system about the Settlement and the

1731 contributions that they can make to the successful implementation of the Discharge
1732 Planning systems described in this Agreement, (b) shall develop written materials
1733 designed to educate members of the New York City mental health care and criminal
1734 justice community concerning the Settlement and Discharge Planning systems
1735 described in this Agreement, and (c) shall distribute such written materials to
1736 members of the New York City mental health care community and the criminal
1737 justice system at the informational sessions contemplated by § VII of this Agreement,
1738 and through other appropriate means to be determined (which shall include, but are
1739 not limited to, distribution through organizations such as the Legal Aid Society and
1740 through a direct mail campaign).

1741 172. The members of the New York City mental health care community
1742 and criminal justice system who shall be targeted by the educational efforts
1743 contemplated by the immediately preceding ¶ 171 include, but are not limited to,
1744 defense attorneys (for example, 18B and Legal Aid/Defenders Services), judges,
1745 prosecutors, probation officers, corrections officers, court officers, peer advocacy
1746 organizations, community mental health workers, and family support groups.

1747 173. The community education efforts contemplated by this § VII shall be
1748 commenced within 30 days after the entry of the Final Order and Judgment and
1749 completed within 180 days after the entry of the Final Order and Judgment.

1750 174. Defendants shall bear all costs incurred in implementing the
1751 community education efforts contemplated by this § VII, including but not limited to
1752 the costs of printing and distributing any written material.

1753 **VIII. ORDER OF NOTICE, HEARING AND APPROVAL**

1754 175. No later than 10 days after the Execution Date, the Parties will submit
1755 this Agreement, including all Exhibits attached hereto, to the Court and seek from the
1756 Court a Hearing Order that is substantially in the form attached as Exhibit C hereto.
1757 The Hearing Order proposed by the Parties shall schedule the Fairness Hearing on the
1758 date that is 70 days after the Court's entry of the Hearing Order.

1759 176. The Parties agree that prior to submission of the Agreement to the
1760 Court and application for the Hearing Order as contemplated by ¶ 175, above, they
1761 will together negotiate and draft the form of the Class Notice, Summary Notice and
1762 Comment Sheet, which documents shall be attached as exhibits to the proposed
1763 Hearing Order.

1764 177. The Notice Materials shall conform to all applicable requirements of
1765 Article 9 of the New York Civil Practice Law and Rules ("CPLR"), the Constitution
1766 of the State of New York (including but not limited to its Due Process Clause), the
1767 Rules of Court and any other applicable law, and shall otherwise be in the manner and
1768 form agreed upon by the Parties and approved by the Court.

1769 178. Subject to the requirements of the Hearing Order and no later than 60
1770 days before the Fairness Hearing, Defendants will post copies of the Class Notice, the
1771 Summary Notice (in English and Spanish) and the Comment Sheet in each SPAN
1772 Office and in the following areas of each City Jail: each mental health and medical
1773 clinic, each punitive segregation area, each intake area, and each law library.
1774 Defendants will maintain supplies of the Class Notice, the Summary Notice and the
1775 Comment Sheet and will provide copies of those materials to individual Class

Exhibit A

1776 Members and Significant Others upon request. The Settlement Agreement shall also
1777 be available in each City Jail law library. Defendants shall also ensure that copies of
1778 the Notice Materials are available in each mental health and medical clinic, punitive
1779 segregation area, intake area, law library, and SPAN Office and that social workers
1780 working with Class Members, correctional officers working in units for the treatment
1781 of the mentally ill, and SPAN Office Staff are aware of the Notice Materials and have
1782 access to copies of the Notice Materials for distribution to Class Members.

1783 179. Defendants shall publish the Summary Notice on the date that is 50
1784 days before the Fairness Hearing in the following publications: *El Diario*,
1785 *Amsterdam News*, the *Daily News* and the *New York Law Journal*.

1786 180. The Parties shall seek from the Court the entry of a Final Order and
1787 Judgment upon the conclusion of the Fairness Hearing, which Final Order and
1788 Judgment shall be substantially in the form attached hereto as Exhibit B. Among
1789 other things, the Final Order and Judgment sought by the Parties shall approve the
1790 proposed Settlement set forth in this Agreement as fair, reasonable and adequate;
1791 shall award attorneys' fees and expenses to Class Counsel; and shall include a
1792 provision dismissing the Action without prejudice and withdrawing all pending
1793 motions, subject to the Court's continuing jurisdiction to interpret and enforce this
1794 Agreement and the Final Order and Judgment.

1795 181. Defendants will pay all costs of printing, publishing, and distributing
1796 the Notice Materials to Class Members, Significant Others, and any others to whom
1797 notice must be provided in accordance with the Hearing Order.

1798 **IX. OBJECTIONS TO AND COMMENTS ON THE SETTLEMENT**

1799 182. Any Class Member who wishes to object to the fairness,
1800 reasonableness or adequacy of this Agreement or the proposed Settlement described
1801 herein must submit a comment or objection no later than 25 days before the Fairness
1802 Hearing by (a) placing his or her written comment or objection in a Comment Box
1803 (located in the areas described in the Settlement Agreement) no later than 25 days
1804 before the Fairness Hearing, (b) mailing his or her written objection or comment,
1805 postmarked no later than 25 days before the Fairness Hearing, to the Managing
1806 Attorney, Debevoise & Plimpton, 919 Third Avenue, New York, New York 10022,
1807 or (c) leaving a recorded message containing his or her comment or objection and
1808 information that identifies him or her as a Class Member by calling the toll-free
1809 number designated for that purpose (which number shall be contained in the Class
1810 Notice and the Summary Notice) no later than 25 days before the Fairness Hearing.

1811 183. In response to any written or oral comments or objections or request
1812 from a Class Member, Class Counsel may meet with any incarcerated Class Member.
1813 Defendants' Counsel may also attend such meetings, unless the Class Member objects
1814 (in which case, Defendants' Counsel shall not attend), and shall promptly arrange and
1815 facilitate such meetings before the expiration of the period allowed for submission of
1816 comments on and objections to the Settlement Agreement.

1817 184. Defendants shall provide sealed Comment Boxes for the collection of
1818 Comment Sheets in each law library and SPAN Office. Defendants shall, 20 days
1819 before the Fairness Hearing, or at such other time as the Court shall direct, deliver the
1820 Comment Boxes, unopened, to Debevoise & Plimpton.

1821 185. Class Counsel and Defendants' Counsel shall jointly review the
1822 Comment Sheets prior to the Fairness Hearing. The Parties agree that the identities of
1823 all Class Members who submit written comments or objections in connection with the
1824 proposed Settlement shall remain strictly confidential, and that any such written
1825 comments or objections filed with the Court shall be redacted so as to mask the
1826 identity of the Class Members who submitted such comments or objections, unless
1827 the Class Member consents to his or her identity being made public.

1828 **X. ATTORNEYS' FEES AND EXPENSES**

1829 186. Defendants recognize that the Court may award attorneys' fees and
1830 expenses to Class Counsel based on the reasonable value of legal services rendered,
1831 pursuant to Article 9 of the CPLR. Defendants agree that it would be an appropriate
1832 exercise of the Court's discretion to award such fees and expenses in this action. The
1833 Parties agree to negotiate in good faith in an attempt to agree on the amount of
1834 reasonable attorneys' fees and expenses to be awarded to Class Counsel. In the event
1835 the Parties are unable to reach such agreement, Plaintiffs reserve the right to make an
1836 application to the Court for an award of attorneys' fees and expenses in accordance
1837 with the CPLR and any other applicable law or Rule of Court.

1838 187. Defendants will bear all administrative expenses and costs incurred in
1839 connection with the implementation of this Settlement Agreement and the proposed
1840 Settlement described herein, including but not limited to the costs of printing,
1841 publishing and posting the Notice Materials, any costs associated with collecting and
1842 delivering the Comment Boxes, and the costs, including reasonable attorneys' fees

1843 and expenses of Class Counsel, of monitoring and enforcement, as provided in §§
1844 IV.F and V of this Agreement.

1845 **XI. TERMINATION OF THIS AGREEMENT**

1846 188. This Agreement may be terminated at the sole option and discretion of
1847 Defendants or Plaintiffs if the Court, or any appellate court(s), rejects, modifies or
1848 denies approval of any portion of this Agreement or the proposed Settlement that the
1849 terminating Party in its (or their) sole judgment and discretion reasonably
1850 determine(s) is material. The terminating Party must exercise this option to withdraw
1851 from and terminate this Agreement no later than 20 days after receiving notice of the
1852 event prompting the termination.

1853 189. Notwithstanding the immediately preceding ¶ 188, neither Plaintiffs
1854 nor Defendants may terminate this Agreement solely because of the amount of
1855 attorneys' fees and expenses awarded by the Court or any appellate court(s).

1856 190. If an option to withdraw from and terminate this Agreement arises
1857 under ¶ 188, (a) neither Defendants nor Plaintiffs will be required for any reason or
1858 under any circumstance to exercise that option, and (b) any exercise of that option
1859 shall be made in good faith.

1860 191. If this Agreement is terminated pursuant to ¶ 188, then:

1861 a. this Agreement shall be null and void and shall have no
1862 force or effect, and no Party to this Agreement shall be
1863 bound by any of its terms, except for the terms of this §
1864 XI;

1865 b. this Agreement, all of its provisions, and all
1866 negotiations, statements and proceedings relating to it
1867 shall be without prejudice to the rights of Defendants,
1868 Plaintiffs or any other Class Member, all of whom shall

1880 XII. MODIFICATION OF THIS AGREEMENT

1881 192. The terms and provisions of this Agreement may be amended,
1882 modified or expanded only by written agreement signed by the Parties and approved
1883 by the Court; provided, however, that after entry of the Final Order and Judgment the
1884 Parties may by written agreement, signed by Class Counsel and Defendants' Counsel,
1885 effect such amendments, modifications or expansions of this Agreement and its
1886 implementing documents (including all exhibits) without notice to or approval by the
1887 Court if such changes are consistent with the Court's Final Order and Judgment and
1888 do not limit the rights of Class Members under the Settlement Agreement.

1889 XIII. TERMINATION OF PROSPECTIVE RELIEF

1890 193. The provisions of this Agreement shall terminate at the end of five
1891 years after monitoring by the Compliance Monitors begins pursuant to § IV of this
1892 Agreement. Plaintiffs may apply to the Court by motion on notice for a finding that
1893 Defendants have not complied with the terms of this Settlement Agreement over the
1894 preceding two years, and, if such finding is made by the Court, for an Order
1895 continuing the provisions of this Agreement for an additional two-year interval or

1896 intervals to the extent necessary to correct any current and ongoing violation of this
1897 Settlement Agreement.

1898 194. At the end of each such additional two-year interval, Plaintiffs may
1899 apply to the Court by motion on notice for a finding that Defendants have not
1900 complied with the terms of the Settlement Agreement over the preceding two years,
1901 and, if such finding is made by the Court, for an Order continuing the provisions of
1902 the Settlement Agreement to the extent necessary to correct any current and ongoing
1903 violation of this Settlement Agreement.

1904 **XIV. GENERAL MATTERS AND RESERVATIONS**

1905 195. Thomas C. Crane represents that he is authorized to enter into this
1906 Agreement on behalf of all Defendants and any attorneys who have represented or
1907 who now represent Defendants in the Action.

1908 196. Whenever this Agreement requires or contemplates that one Party
1909 shall or may give notice to the other, notice shall be provided by fax and/or next-day
1910 (excluding Sunday) express delivery service and/or same-day hand delivery as
1911 follows:

If to Class Counsel:

Christopher K. Tahbaz, Esq.
Debevoise & Plimpton
919 Third Avenue
New York, New York 10022
fax: 212 909-6836

and to

Jennifer Parish, Esq.
Urban Justice Center
40 Rector Street, 9th Floor
New York, New York 10006
fax: 212 533-4598

Exhibit A

and to

Roberta Mueller, Esq.
New York Lawyers for the Public
Interest, Inc.
151 West 30th Street, 11th Floor
New York, New York 10001
fax: 212 244-4570

If to Defendants' Counsel:

Thomas C. Crane, Esq.
The New York City Law Department and
Corporation Counsel
100 Church Street
New York, New York 10007
fax: 212 356-8760

1912

1913 197. The Parties expressly acknowledge that no other agreements,

1914 arrangements or understandings not expressed in this Agreement or the exhibits

1915 hereto exist among or between them and that this Agreement and the exhibits hereto

1916 contain all the terms and conditions agreed upon by the Parties.

1917 198. All time periods in this Agreement expressed in terms of days are to be

1918 measured in calendar days (without excluding weekend days or holidays), unless

1919 otherwise specifically noted.

1920 199. This Agreement and any ancillary agreements shall be governed by

1921 and interpreted according to the law of the State of New York, excluding its conflict

1922 of laws provisions.

1923 200. The Court shall maintain continuing jurisdiction over this proceeding

1924 for the term of this Agreement, and any disputes concerning this Agreement shall be

1925 resolved by the Court upon motion of either party, or upon such notice as the Court

1926 may direct.

Exhibit A

1927 201. The Parties reserve the right, subject to the Court's approval, to make
1928 any reasonable extensions of time that may be necessary to carry out any of the
1929 provisions of this Agreement.

1930 202. This Agreement, any action taken to carry out this Agreement, any
1931 negotiations or proceedings related to this Agreement, and the carrying out and
1932 entering into the terms of the Settlement Agreement shall not be construed as, or
1933 deemed to be evidence of, an admission or concession with regard to any fault,
1934 wrongdoing, or liability whatsoever.

1935 203. The Parties agree that this Agreement was drafted by counsel for the
1936 Parties at arm's length, and that no parol or other evidence may be offered to explain,
1937 construe, contradict or clarify its terms, the intent of the Parties or their counsel, or
1938 the circumstances under which the Agreement was made or executed.

1939 204. The Parties, their successors and assigns, and their attorneys undertake
1940 to implement the terms of this Agreement in good faith, and to use good faith in
1941 resolving any disputes that may arise in the implementation of the terms of this
1942 Agreement.

1943 205. The Parties, their successors and assigns, and their attorneys agree to
1944 cooperate fully with one another in seeking Court approval of this Agreement and to
1945 use their best efforts to effect the prompt consummation of this Agreement and the
1946 proposed Settlement.

1947

Exhibit A

1948

1949 206. This Agreement may be signed in counterparts, each of which shall
1950 constitute a duplicate original.

1951 Dated: New York, New York
1952 January 8, 2003

DEBEVOISE & PLIMPTON

By: _____

Christopher K. Tahbaz
Patricia G. Corley
Emily O'Neill Slater
919 Third Avenue
New York, New York 10022
(212) 909-6000

DOUGLAS LASDON
RAYMOND H. BRESCIA
HEATHER BARR

By: _____

Heather Barr
Urban Justice Center
666 Broadway, 10th Floor
New York, New York 10012
(646) 602-5671

NEW YORK LAWYERS FOR THE
PUBLIC INTEREST, INC.

By: _____

John A. Gresham
30 West 21st Street, 9th Floor
New York, New York 10010
(212) 244-4664

Counsel for the Plaintiffs and the Class

MICHAEL A. CARDOZO
CORPORATION COUNSEL OF
THE CITY OF NEW YORK

By: _____

Thomas C. Crane
Jeffrey S. Dantowitz
100 Church Street
New York, New York 10007
(212) 788-0303

Counsel for Defendants

Addendum A

Criteria for Serious Mental Illness

Serious Mental Illness (“SMI”) as referenced in the Stipulation shall mean a diagnosis-based categorization consisting of the following disorders as described in the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (“DSM-5”):

- Schizophrenia Spectrum and Other Psychotic Disorders; Bipolar and Related Disorders; Depressive Disorders; and PTSD.

Any of the foregoing diagnoses resulting from a substance use or a medical condition are excluded. Individuals who do not meet the preceding diagnostic criteria, but experience significant functional impairment or clinical distress as a result of a DSM-5 diagnosis, shall be designated with SMI, but such designation may be removed with the approval of a Clinical Supervisor or Supervising Psychiatrist by documenting that the designation is not clinically appropriate in the context of an individual Class Member.